

# Washington, Saturday, April 14, 1945

The	Presu	lent

#### PROCLAMATION 2648

[Announcing the Death of Franklin Delano Roosevelt]

BY THE PRESIDENT OF THE UNITED STATES

#### A PROCLAMATION

To the People of the United States:

It has pleased God in His infinite wisdom to take from us the immortal spirit of Franklin Delano Roosevelt, the 32nd President of the United States.

The leader of his people in a great war, he lived to see the assurance of the victory but not to share it. He lived to see the first foundations of the free and peaceful world to which his life was dedicated, but not to enter on that world himself.

His fellow countrymen will sorely miss his fortitude and faith and courage in the time to come.

The peoples of the earth who love the ways of freedom and of hope will mourn for him.

But though his voice is silent, his courage is not spent, his faith is not extinguished. The courage of great men outlives them to become the courage of their people and the peoples of the world. It lives beyond them and upholds their purposes and brings their hopes to pass.

Now, therefore, I, Harry S. Truman, President of the United States of America, do appoint Saturday next, April 14th, the day of the funeral service for the dead President, as a day of mourning and prayer throughout the United States. I earnestly recommend the people to assemble on that day in their respective places of divine worship, there to bow down in submission to the will of Almighty God, and to pay out of full hearts their homage of love and reverence to the memory of the great and good man whose death they mourn.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the City of Washington, the 13th day of April, in the year of our

Lord, one thousand nine hun-[SEAL] dred and forty-five, and of the independence of the United States, the one hundred and sixty-ninth.

HARRY S. TRUMAN

By the President:

EDWARD R. STETTHIUS, Jr. Secretary of State.

[F. R. Doc. 45-5953; Filed, Apr. 13, 1945; 3:12 p. m.]

#### PROCLAMATION 2647

CHILD HEALTH DAY, 1945

BY THE PRESIDENT OF THE UNITED STATES OF

#### A PROCLAMATION

WHEREAS the health and vigor of the Nation's citizens are not only essentials in the achievement of peace but also goals for the fullest enjoyment and perpetuation of peace; and

WHEREAS it has been demonstrated that many physical defects which handicap large numbers of adult citizens are evident during childhood, and could be prevented or corrected with proper care at that time; and

WHEREAS good community planning for the health and care of our children starts with the registration at birth of all bables; and

WHEREAS each year the births of tens of thousands of our bables are not officially registered; and

WHEREAS the Congress by joint resolution of May 18, 1928 (45 Stat. 617) authorized and requested the President of the United States to issue annually a proclamation setting apart May 1 as Child Health Day.

NOW THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, do hereby designate the first day of May of this year as Child Health Day.

And I call upon the people in each community to use that day as an occasion to impress upon parents the importance of registering the birth of every baby born in the United States; and I further urge our citizens to mobilize

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NOTICE

#### \_\_\_\_

The 1943 Supplement to the Code of Federal Regulations, covering the period June 2, 1943, through December 31, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per book.

Book 1. Titles 1-31, including Presidential documents in full text.

Book 2: Titles 32-50, with 1943 General Index and 1944 Codification Guide.

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community resources for the better care of our children so that the growing generation will be strong to mold the peace.

IN WITNESS WHEREOF I have hereunto set my hand and caused the scal of the United States of America to be affixed.

Done at the City of Washington this 7th day of April in the year of our Lord nineteen hundred and ISEAL] forty-five and of the Independence of the United States of America the one hundred and sixtyninth.

#### FRANKLIN D ROOSEVELT

By the President:.

E. R. STETTINIUS, Jr., Secretary of State.

.[F. R. Doc. 45-5881; Filed, Apr. 12, 1946; 12:36 p. m.]

### EXECUTIVE ORDER 9537

AMENDING EXECUTIVE ORDER 8396 OF APRIL 18, 1940, PRESCRIBING CHAPTER I OF THE FOREIGN SERVICE REGULATIONS OF THE UNITED STATES

By virtue of the authority vested in me by section 169 of the Revised Statutes as amended by the act of June 26, 1930, c. 618, 46 Stat. 817 (5 U.S.C. 43), and by section 5 of the act of February 23, 1931, 46 Stat. 1207 (22 U.S.C. 23 (e)), it is ordered that section I-3 (e) of Executive Order 8396 of April 18, 1940 (3 CFR Cum. Supp. 648) prescribing Chapter I of the Foreign Service Regulations of the United States be, and it is hereby, amended to read as follows:

"(e) Employees. Clerks and other employees of the Foreign Service shall be appointed by the Secretary of State, or by subordinates of the Secretary of State authorized by him, under such regulations as he may prescribe, to make such appointments."

# FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
April 11, 1945.

[F R. Doc. 45-5906; Filed, Apr. 13, 1945; 10:39 a. m.]

#### ORDER

[DISPLAY OF FLAGS AT HALF-STAFF ON PUBLIC BUILDINGS]

APRIL 13, 1945.

By order of the President, flags will remain at half-staff on all public buildings of the United States until the close of Monday, May 14.

This order shall be published in the FEDERAL REGISTER.

EDWARD R. STETTINIUS, Jr.

[F. R. Doc. 45-5954; Filed, Apr. 13, 1945; 3:12 p. m.]

#### ORDER

[CLOSING OF EXECUTIVE DEPARTMENTS AND AGENCIES]

APRIL 13, 1945.

By order of the President, all Executive Departments and Agencies will be closed on Saturday afternoon, April 14. This order shall be published in the Federal Register.

EDWARD R. STETTINIUS, Jr. [F. R. Doc. 45-5955; Filed, Apr. 13, 1945; 3:12 p. m.]

# $\cdot Regulations$

#### TITLE-8-ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service

Subchapter B—Immigration Regulations
PART 157—REMOVAL OF DISTRESSED ALIENS
FROM THE UNITED STATES

MARCH 20, 1945.

The following new part is added to Title 8, Chapter I, Code of Federal Regulations:

Sec.

- 157.1 Removal of distressed aliens; who may apply.
- 157.2 Application for removal; how made; necessary data.
- 157.3 Application for removal; examination and investigation.
- 157.4 Record; recommendation; review.
- 157.5 Final disposition.
- 157.6 Application for readmission; form and contents.
- 157.7 Application for readmission; delivery; validity of approved application for subsequent entries.

AUTHORITY: §§ 157.1 to 157.7, inclusive, issued under sec. 23, 39 Stat. 892; sec. 24, 43 Stat. 466; sec. 37 (a), 54 Stat. 675; 8 U.S.C. 102, 222, 458; sec. 1, Reorg. Plan No. V (5 F.R. 2223); 8 CFR 90.1; applies sec. 23, 39 Stat. 892, 50 Stat. 164; 8 U.S.C. 102.

§ 157.1 Removal of distressed aliens; who may apply. Any alien who, at any time after entry, falls into distress or is in need of public aid from causes arising subsequent to his entry may apply for removal to his native country, or the country from which he came, or to the country of which he is a citizen or subject.

§ 157.2 Application for removal; how made; necessary data. Application for removal shall be made in duplicate on Form I-243 (Application for Removal) and shall be submitted either in person or by mail to the Immigration and Naturalization Office located nearest the applicant's place of residence. A separate Form I-243 shall be filed by each alien, except that the application of a child

under 14 years of age may be included in the application of a parent. The application shall be signed by the applicant, or in the case of a child under the age of 18 years by his parent or guardian, when submitted, but shall not be subscribed and sworn to or affirmed until the applicant appears before an officer of the Immigration and Naturalization Service for examination upon the meritsof his application. In the application the alien shall state his name; the date and place of his birth; the country to which removal is desired; the place, date, and manner of his arrival in the United States; and the name, age, and address of his dependents, if any. If the applicant has received assistance from a public or charitable institution or association, the application shall show the name and address of such institution or association and shall be accompanied by a certificate of the accredited representative thereof indicating the nature and extent of the aid furnished to the alien. If the alien has not received public aid, the application shall show the financial conditions which cause him to need public aid. Any other information called for by the application form shall be furnished. The applicant shall be notified when and where to appear'for examination upon the merits of his application.

§ 157.3 Application for removal; exammation and investigation. examining officer shall orally review the application with the applicant, or in the case of a child under the age of 18 years with the parent or guardian, before administering the oath. Any necessary changes in the application shall be consecutively numbered and acknowledged in writing by the applicant or the parent or guardian. The applicant or the parent or guardian shall then be questioned under oath by the examining officer for the purpose of identification and of determining whether the applicant is eligible to be removed from the United States as provided in § 157.1. If such action is deemed necessary, additional investigation shall be made. During the examination the applicant shall be informed that if he is removed from the United States, he will forever be ineligible for readmission except upon the approval of the Secretary of State and the Attorney General. Such notification by the examining officer and the applicant's response shall be incorporated verbatim in the record. If the applicant is suffering from any mental or serious physical disability, a medical certificate shall be obtained showing (a) whether the applicant is in condition to be removed from the United States without danger to life or health and (b) whether he will require special care and attention in case of removal overseas.

§ 157.4 Record; recommendation; review. Upon completion of the examination and investigation, the examining officer shall prepare a report of his findings on Form I-273 (Report of Examining Officer in Removal Proceedings) together with his recommendation and any comment he may deem necessary. The record and the findings and recommendation of the examining officer shall then be forwarded to the district director. The district director or an officer designated by him shall review the

record and shall add his recommendation on the Form I-273. If such review leads to a different recommendation from that of the examining officer, the reasons shall be stated in writing. The entire record shall then be submitted to the Central Office.

§ 157.5 Final disposition. If the Commissioner or officer designated by him is satisfied after review of the record that the applicant is eligible to be removed from the United States as provided in § 157.1, an order for removal will be entered. Authorization for the applicant's removal shall be issued by the Commissioner or a designated officer in the Central Office on Form I-202 (Authorization Upon the issuance of the for Removal) authorization for removal or as soon thereafter as practicable, the applicant may be removed from the United States at Government expense.

§ 157.6 Application for readmission; form and contents. An alien removed from the United States after May 13. 1937, is ineligible for readmission except upon the approval of the Secretary of State and the Attorney General. Application for permission to apply for readmission after removal may be made at any time after the alien's departure. The application shall be made by letter addressed to the Secretary of State and the Attorney General, shall be prepared in triplicate, and shall show the name of the alien; the date and place of his birth; the date of removal from the United States; the address in the United States at the time of removal; the port through which removed; country to which removed; the purpose in applying for readmission to the United States: the alien's financial resources and proposed manner of support in the United States; and the port through which the alien proposes to reenter the United States. The application shall be accompanied by documentary evidence in substantiation of the allen's allegations as to his financial resources and proposed manner of support in the United States.

§ 157.7 Application for readmission; delivery; validity of approved application for subsequent entries. The application for readmission described in § 157.6 shall. wherever practicable, be delivered to the American consul to whom the alien desires to apply for a visa. If delivery cannot be made to the American consul or no visa is required, the application may be mailed direct to the Commissioner of Immigration and Naturalization or mailed to the immigration officer in charge at the proposed port of entry for transmittal to the Commissioner. A parent or legal guardian shall make application on behalf of a child under 18 years of age. If the Secretary of State and the Attorney General approve the application, the alien's eligibility for readmisslow on any number of occasions thereafter will not be affected by the prior removal. UGO CARUSI.

Commissioner of Immigration and Naturalization.

Approved:

FRANCIS BIDDLE, Attorney General.

.[P. R. Doc. 45-5900; Filed, Apr. 12, 1945; 4:38 p. m.]

#### TITLE 10-WAR DEPARTMENT

Chapter VIII-Supplies and Equipment [Procurement Regs. 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, and 13]

#### MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 801-804, 806, 808, 809, 811-813, 821, 823, 824, 826, 827, and 829 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated September 5, 1942 (9 F.R. 8363 1) as amended by Revision, 46, April 5, 1945, the particular regulation being Nos. 1, 2, 3, 4, 6, 7, 8, 9, 11, 12, and 13.

In section numbers the figures to the right of the decimal point correspond. with the respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Power Act, 1941, 55 Stat. 838; 50 U.S.C. Supp. 601-622.

[SEAL]

J. A. Ulio, Major General, The Adjutant General.

Subchapter A-Procurement [Procurement Reg. 1]

PART 801-GENERAL INSTRUCTIONS

SUBPART C-APPLICABILITY OF REGULATIONS

In § 801.108 (f) the last sentence of subparagraph (1) and the last sentence of subparagraph (2) are amended to read as follows:

§ 801.108 Applicability of these procurement regulations. \*

(f) Procurement, contracting, termination and renegotiation authority of commanding officers outside continental United States. (1) \* \* \* This matter is more fully treated in Section I of Circular No. 330, War Department, 1944, as amended by Section IV Circular No. 53, War Department, 1945.

(2) \* \* \* This matter is more fully set forth in Section II of Circular No. 330, War Department, 1944, as amended by Section IV Circular No. 53, War Department, 1945.

#### [Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

#### SUBPART B-CONTRACT PLACEMENT

The introductory text of § 802.223 1mmediately preceding paragraph (a) is amended to read as follows:

§ 802.223 Factors governing place-ment of contracts. The selection of a contractor for a particular contract from among the available qualified producers depends on a number of factors. In making such selections effect must be given to various policies expressed by the Office of War Mobilization and Reconversion, by the War Production Board (see Directive No. 2, as amended, February 10, 1945; 10 F.R. 1731) by the War Manpower Commission in its directives, and by Congress, as in the Smaller War Plants Act. These policies, their relation and relative importance are discussed in the following

paragraphs, which are applicable both to the placement of new business and to the revision or reduction of existing programs:

SUBPART I-PURCHASE ACTION REPORTS \*

In § 802.291 (c) subparagraph (4) 1s amended to read as follows:

§ 802.291 Definitions. \* \* (c) Purchase action.

(4) Open-end contracts for services which are subject to open allotment as enumerated in Circular 245, W.D., 1944 and open-end contracts for the rental or lease of communications services or facilities:

### [Procurement Reg. 3]

#### PART 803—CONTRACTS

SUBPART B-AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF' REQUIRED APPROVALS

1. In § 803.304 (a) subparagraph (1) (viii) and (x) are amended, and in subparagraph (3) under the heading "Office of the Chief Signal Officer" "The reference to "W D. S. C. Form No. 134" is amended as follows:

§ 803.304 Definitions—(a) Standard forms of contract. \*
(1) \* \* \*

(viii) Patent Rights Contracts.

Contract Adjusting Royalties (See § 813 .-

Patent Release and License Contract (See § 813.1330).
Patent Release and License Contract (See

§ 813.1331).
Patent Release and Assignment Contract

(See § 813.1332).

Patent Release Contract (See § 813.1333). Patent Release Contract (See § 813.1334).

(x) Miscellaneous Contracts.

Defense Supplies Corporation (See § 813.-1311).

Metals Reserve Company (See § 813.1311a). Defense Plant Corporation (See §§ 813.-1311b and 813.1311c).

War Supplies Limited (See § 813.1313). Government-Owned Equipment Rental Agreement (See § 813.1314). Invitation, Bid and Acceptance (Sale of

Property and Waste Material) (See § 813 .-1326).4

Contract of Sale of Property (See § 813 .- . 1326a).1

Letter of Commitment (Raw Materials under CMP) (See § 813.1328).

To be used in accordance with instructions appearing in the cited section.

(3) \* \* \*

Office of the Chief Signal Officer:

W.D.S.C. Form No. 134 1\_\_ Contract for Communication and Electric Time Facilities and Services.

2. In § 803.308h, a new paragraph is added at the end of paragraph (a), and paragraphs (b) (d) (1) (ii) (d) (2), (d) (5) (e) (1) (i) through (viii) (f) (5) and (7), and (g) are amended to read as follows:

quasi-contracts-(a) Statutory provi-

Regulation No. 12 of the Office of Contract Settlement, dated January 24, 1945, issued under this section 17, authorizes the War Department to make or continue in effect regulations not inconsistent with those prescribed by the Office of Contract Settlement.

(b) Investigation of claims under statute. The chiefs of the several technical services will arrange for the prompt investigation of all claims which may come within the purview of section 17 of the Contract Settlement Act of 1944. Claims under this section shall be in such form and supported by such documentary evidence as the chief of the technical service deems appropriate under the circum-stances of individual cases. If the chief of the technical service concerned is of the opinion that any such claim is without merit or if the Director, Purchases Division, withholds approval of any claim recommended by the chief of the technical service under the provisions of paragraph (e) of this section, such claim will be denied by the chief of the technical service by written notice to the claimant accompanied by findings indicating the basis of the denial. The written notice and findings will be sent by registered mail, return receipt requested. Two copies of each such notice and findings, together with a copy of the claim and supporting papers and a brief statement of the circumstances of the investigation made by the technical service will be transmitted to the Judge Advocate General (attention Litigation Division) Such brief statement should include the names and permanent addresses of any witnesses relied upon by the technical service in denying such claim. A copy of the findings will be forwarded by the Judge Advocate General to the Office of Contract Settlement in accordance with Regulation No. 12 of that office. Whenever the chief of the technical service is advised of the filing of an appeal or suit under section 13 of the Contract Settlement Act of 1944 with respect to a claim denied by him, he shall promptly transmit such information to the Judge Advocate General (attention Litigation Division)

(d) Action under section 17 by the Technical Service. (1) \* \* \*

(ii) Such instructions were of a type which, when given could properly be embodied in a change order, supplemental agreement or other modifying instru-ment under such existing contract;

4 \* (2) The chief of the technical service also may take or approve any action authorized by section 17 (a) of the Contract Settlement Act of 1944, in case there was not-in existence at the time of the furnishing or arranging to furnish any materials, services and facilities in question, a valid, formal contract, within the purview of subparagraph (1) of this paragraph, which could properly have been the subject of timely amendment by change order, supplemental agreement or other modifying instrument making provision therefor, Provided, That:

(i) The person claiming the benefit of § 803.308h Defective, informal and - said statutory provision acted in good faith upon instructions from an officer or employee of such technical service;

(ii) Such instructions were of a type which, when given could properly be embodied in a formal or informal contract;

<sup>&</sup>lt;sup>1</sup> See also 9 F.R. 9460, 9585, 10944, 12242, 13215, 14159; 10 F.R. 556, 1855.

(iii) Such person actually furnished or arranged to furnish materials, services or facilities which the Government in fact desired such person to furnish or to arrange to furnish at the time such in-

structions were given;

(iv) Such person (a) has not been paid for such materials, services or facilities or for arranging to furnish the same, (b) has no pending contractual arrangement for such payment by the Government, and (c) is willing to accept in complete discharge of all liability of the Government for furnishing or arranging to furnish such materials; services or facilities an amount which the chief of the technical service considers to be not in excess of fair compensation for what such person has in fact done or furnished and which is not in excess of \$50,000; and

(v) No claim relating to the furnishing of such materials, services or facilities has been referred to the General Ac-

counting Office (see § 803.308g)

(5) The chief of the technical service concerned will require full records to be preserved containing the facts relevant to any action taken pursuant to this paragraph.

(e) Action by Director Purchases Division. (1) \*

(i) A statement of the scope and nature of the investigation of the circumstances made by the technical service and signed statements by representatives of the Government and of the claimant having knowledge of the relevant circumstances, sworn to where practicable;

 (ii) The original or photostatic copies of any written instructions and a full statement of any oral instructions, relied

upon by the claimant;

(iii). Identification of any officer or agent upon whose authority to bind the War Department the claimant relied, together with a statement by the claimant that he in fact relied upon such authority;

(iv) A statement of when and to whom such materials, services, or facilities were furnished or were arranged to be furnished, and of the arrangements made for furnishing them, showing whether or not at the time of furnishing or arranging to furnish such materials, services or facilities the claimant intended to be directly compensated for the same by the

War Department;

(v) A finding by the chief of the technical service that the amount claimed constitutes fair compensation for the materials, services, or facilities furnished or arranged to be furnished; such finding shall be supported by (a) substantiating evidence, (b) statement of profit allowance, if any (see paragraph (g) of this section, and (c) and explanation of the scope of the investigation of the costs incurred:

-(vi) A statement of the reasons why the proposed action was not, at the time of the circumstances upon which the relief requested is based, promptly embodied in an appropriate supplemental. agreement, change order or contract;

(vii) A brief description of the contract or contracts, if any, to which such proposed relief or action is related;

(viii) A statement as to whether any other claim for any part or all of the relief requested has been, or is being, submitted to any other Government agency or war contractor, and if so, of the action taken thereon;

(f) Form of contract or supplemental agreement.

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(5) A provision stating that by the execution of the agreement the contractor warrants that, in furnishing the described materials, services or facilities, it complied with all provisions required by Federal law or Executive order to be incorporated in War Department contracts for procurements of this nature.

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- (7) The contract provisions appearing at § 803.322 (Officials Not to Benefit), § 803.323 (Covenant Against Contingent Fees) § 803.326 (Disputes), and § 813.1301 (w) (Definitions), and the first sentence of § 813.1301 (h) (Payments) and § 803.342 (a) (1) (Renegotiation), to the extent such contract provisions are required if the procurement were' being contracted for in the usual man-
- (g) Action by War Department Board of Contract Appeals. The War Department Board of Contract Appeals in connection with any appeal pending before it under the "Disputes" article of a contract (see e. g. § 803.326) may authorize or direct the taking of any action pursuant to section 17 of the Contract Settlement Act of 1944 which in its opinion is required or authorized by that section.

### SUBPART D-DISTRIBUTION OF CONTRACTS AND ORDERS THEREUNDER

1. Section 803.315 (b) is amended to read as follows:

§ 803.315 General. \* \*

- (b) All instructions relating to distribution of contracts are subject to the provisions of AR 380-5 and all other current instructions governing the safeguarding and disclosing of information affecting the war effort of the United States. Copies of secret or confidential contracts submitted to the General Accounting Office will be transmitted under two covers. In the case of lump sum (fixed price) contracts, each cover is to be addressed to Assistant Chief, Audit Subdivision, General Accounting Office, at the address of the appropriate Army Audit Branch (see § 803.317b). In the case of cost-plus-a-fixed-fee contracts, each cover is to be addressed to Assistant Chief, War Contract Service Section, Audit Division, General Accounting Office, Washington 25, D. C. The inner cover only will be marked "Personal and Confidential"
- 2. In § 803.317b paragraph (a) (2) and (b) are amended to read as follows:
- § 803.317b Army Audit Branches of the General Accounting Office. (a) \* \*
- (2) It is to be emphasized that the contracts are not to be forwarded to the Army Regional Accounting Office but to the Army Audit Branch. Using the Los Angeles area as an example, the following illustrates the proper method of addressing the contracts:

Army Audit Branch of General Accounting Office, 1206 Santee Street, Los Angeles, Calif.

(b) (1) The following is a list (set forth in Section T, Circular No. 481, W.D., 1944) of the Army Regional Accounting Offices in the United States to which disbursing officers are required to submit their accounts.

Region I. Army Regional Accounting Office, 63 Vecey Street, New York 7, New York. -

(a) Disbursing officers stationed in Washington, D. C., except the Disbursing Officer. Finance Office, U. S. Army, Washington 25, D. C., Transportation Division.

(b) Disbursing officers stationed in the

- Military District of Washington, D. C.
  (c) Disbursing officers stationed within the geographical limits of the First, Second, and Taird Service Commands, except those assigned to tactical organizations and mobile units.
- (d) Disbursing officers stationed in the offices of the military attaches, except as other-wise directed.
- (e) Disbursing officers stationed at any Atlantic bace command, including Iceland but excluding the Caribbean Defense Command.

(f) Disbursing officers of task forces in the

Atlantic area.

Region II. Army Regional Accounting Office, 449 West Peachtree Street, Atlanta 3. Georgia. (a) Disbursing officers stationed within the

geographical limits of the Fourth Service Command, except those assigned to tactical organizations and mobile units.

(b) Disbursing officers serving with the United States Army Forces in Central and South America.

(c) Disbursing officers located in the Caribbean Defence Command.

Region III. . Army Regional Accounting Of-fice, 366 West Adams Street, Chicago 6, Illinois.

- (a) Disbursing officers who are assigned to tactical organizations and mobile units which operate within the continental limits of the United States.
- (b) Disbursing officers who are stationed within the geographical limits of the Fifth, Sixth, and Seventh Service Commands.
  (c) Disbursing officers of the Alaskan De-
- partment, the Northwest Service Command, and other United States Army Forces in Canada.
- (d) Special disbursing agents assigned to United States Army transports whose home port is in the continental United States or in foreign theaters of operation where no theater fiscal office has been established.

(c) The Disbursing Officer, Finance Office, U. S. Army, Washington 25, D. C., Transportation Division.

Region IV. Army Regional Accounting Office, 1208 Santee Street, Los Angeles 54, California.

- (a) Disbursing officers stationed within the geographical limits of the Eighth and Ninth Service Commands, except those assigned to tactical organizations and mobile units.
- (2) A list of foreign theater fiscal offices which have been established in theaters of operation is also set forth in Section I, Circular No. 481, W.D., 1944.

#### SUBPART H-MANDATORY AND OPTIONAL CONTRACT PROVISIONS

1. Section 803.334 is amended to read as follows: ..

§ 803.334 Records of Governmentowned property: contract clause. All contracts, in connection with which property or supplies of any kind owned by the United States are furnished to a contractor for use on the contract or as guides, samples, etc., will contain the following clause without deviation:

2. Section 803.335 is amended to read as follows:

§ 803.335 Patent provisions. The patent articles set forth in paragraphs (a) through (h) inclusive, of this section are for use in accordance with the policy and discretion set forth in §§ 811.1116, 811.-1117 and 811.1118.

(a) License under foreground patents. Where it is proper in a development contract (see § 811.1116) to require the contractor to grant the Government a license under foreground patents, the appropriate contract article is as follows:

ARTICLE \_\_. Patent rights. (1) Where used in this Article, and not elsewhere in this contract, the expression "Subject Invention" means each invention, improvement and discovery (whether or not patentable) conceived or first actually reduced to practice in the performance of this contract, including any subcontract hereunder, or in the performance of any research or development work relating to the subject-matter hereof which was done upon the understanding that this contract or any subcontract hereunder would be awarded; the expression "Technical Personnel" means each person employed by or working under the direction of Contractor or any subcontractor.hereunder who, by reason of the nature of his duties in connection with the performance of this contract, or any subcontract hereunder, would reasonably be expected to make inventions; and the expression "Contractor's Patent Rights" means all patents and applications for patent, under which Contractor now has or may hereafter acquire the right to grant a license, to the extent that they are based upon the disclosure of inventions other than a Subject Invention.

(2) Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, non-transferable and royalty-free license to practice, and cause to be practiced for the Government, throughout the world, each Subject Invention in the manufacture, use and disposition according to law of any article or material, and the use of any method: Provided, however, That as respects any Subject Invention made by others than Technical Personnel, and as respects the practice of any Subject Invention in foreign countries, the said license shall be to the extent of Contractor's right to grant the same: And provided further That nothing contained in this sentence shall be deemed to grant a license under Contractor's Patent Contractor agrees (i) to deliver to the Contracting Officer or his designee, promptly and in any event prior to final settlement, a complete written disclosure of each Subject Invention which reasonably appears to be patentable and, as to each such invention, to exert its best efforts to effect such delivery within six months after first publication, public use or sale; (ii) to designate, at the time of such delivery, whether or not said invention has been or will be claimed in a patent application, and to file or cause to be filed in due form and time an application covering each such invention affirmatively so designated; (iii) to furnish to the Contracting Officer or his designee, on request, copies or an irrevocable power to inspect and make, copies of each patent application filed by or on behalf of the Contractor covering any Subject Invention; (iv) to deliver to the Contracting Officer or his designee, duly executed, such instruments of assignment, application papers and rightful oaths, prepared by the Government, as the Contracting Officer or his designee deems necessary to vest in the Government (but, as to any Subject Invention made by others than Technical Personnel, only to the extent of Contractor's right to do so) the sole and exclusive ownership in, and the right to apply for and prosecute patent applications covering, each Subject Invention which Contractor does not affirmatively designate as aforesaid (subject however to the reservation of a personal, non-exclusive and royalty-free license thereunder to Contractor); and (v) to deliver to the Contracting Officer or his designee, duly executed, such instruments of license, prepared by the Government, confirmatory of any license rights herein agreed to be granted to the Government, as the Contracting Officer or his designee may require.

(3) Contractor agrees to and does hereby grant to the Government the right to reproduce, use and disclose for any governmental purpose all or any part of the reports, drawings, blueprints, data and technical information to be delievered by Contractor to the Government under this contract: Provided, however, That nothing contained in this sentence shall be deemed to grant a license under any patent now or hereafter issued.

(b) License under foreground and background patents. Where it is proper in a development contract (see § 811.1116) to require the contractor to grant the Government a license under foreground and background patents, the appropriate contract article is as follows:

Patent rights. used in this Article and not elsewhere in this contract, the expression "Subject Invention" means each invention, improvement and discovery (whether or not patentable) conceived or first actually reduced to practice in the performance of this contract, including any subcontract hereunder, or in the performance of any research or development work relating to the subject-matter hereof which was done upon the understanding that this contract or any subcontract hereunder would be awarded; the expression "Technical Personnel" means each person employed by or working under the direction of Contractor or any subcontractor hereunder who, by reason of the nature of his duties in connection with the performance of this contract, or any subcontract hereunder, would reasonably be expected to make inventions; and the expression "Contractor's Patent Rights" means all patents and applications for patent, under which Contractor now has or may hereafter prior to final settlement acquire the right (without obligation to make payment to others) to grant the license hereinafter set forth, to the extent that they are based upon the disclosure of inventions (other than a Subject Invention) which relate to or are useful in connection with the manufacture or use of the subject-matter of this contract.

(2) Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, non-transferable and royalty-free license to practice, and cause to be practiced for the Government, throughout the world, (a) each Subject Invention in the manufacture, use and disposition according to law of any article or material, and the use of any method: Provided, however, That as respects any Subject Invention made by others than Technical Personnel, and as respects the practice of any Subject Invention in foreign countries, the said license shall be to the extent of Contractor's right to grant the same; and (b) each invention covered by Contractor's Patent Rights in the manufacture, use and disposition according to law of any and all . and parts thereof of the type made or developed in the performance of this contract or any subcontract hereunder, and any modification or improvement thereof, but acceptance or exercise of said license shall not estop the Government at any time to contest the

enforceability, validity or scope of, or the title

to, any patent so licensed. Contractor agrees to deliver to the Contracting Officer, or his designee, promptly and in any event prior to final settlement, a complete written disclosure of each Subject Invention which reasonably appears to be patentable and, as to each such invention, to exert its best efforts to effect such delivery within six months after first publication, public use or sale; (ii) to designate, at the time of such delivery, whether or not said invention has been or will be claimed in a patent application, and to file or cause to be filed in due form and time an application covering each such invention affirmatively designated as aforesaid; (iii) to furnish to the Contracting Officer or his designee, on request, copies or an ir-revocable power to inspect and make copies of each patent application filed by or on be-half of the Contractor covering any Subject Invention; (iv) to deliver to the Contracting Officer or his designee, duly executed, such instruments of assignment, application papers and rightful oaths, prepared by the Government, as the Contracting Officer or his designee deems necessary to vest in the Government (but, as to any Subject Invention made by others than Technical Porson-nel only to the extent of Contractor's right to do so) the sole and exclusive ownership in, and the right to apply for and prosecute patent applications covering, each Subject Invention which Contractor does not affirmatively designate as aforesaid (subject however to the reservation of a personal, nonexclusive and royalty-free license thereunder to Contractor) and (v) to deliver to the Contracting Officer or his designee, duly executed, such instruments of license, prepared by the Government, confirmatory of any license rights herein agreed to be granted to the Government, as the Contracting Officer or his designee may require.

ficer or his designee may require.
(3) Contractor agrees to and does hereby grant to the Government the right to reproduce, use and disclose for any governmental purpose all or any part of the reports; drawings, blueprints, data and technical information to be delivered by Contractor to the Government under this contract; Provided, however That nothing contained in this sentence shall be deemed to grant a license under any patent now or hereafter issued.

(c) Title to foreground patents. Where it is proper in a development contract (see §-811.1116) at require the contractor to assign to the Government title to foreground patents, the appropriate contract article is as follows:

ARTICLE \_\_. Patent rights. (1) Where used in this Article and not elsewhere in this contract, the expression "Subject Invention" means each invention, improvement and discovery (whether or not patentable) con-ceived or first reduced to practice in the performance of this contract, including any subcontract hereunder, or in the performance of any research or development work relating to the subject-matter hereof which was done upon the understanding that this contract or any subcontract hereunder would be awarded, unless disclosed in a patent application filed prior to the commencement of such performance; the expression "Technical Personnel" means each person employed by or working under the direction of Contractor or any subcontractor hereunder who, by reason of the nature of his duties in connection with the performance of this contract, or any subcontract hereunder, would reasonably be expected to make inventions; and the expression "Contractor's Patent Rights" means all patents and applications for patent, under which Contractor now has or may hereafter acquire the right to grant a license, to the extent thatthey are based upon the disclosure of inventions other than a Subject Invention.

(2) Each Subject Invention made by Technical Personnel and, to the extent of Con-

tractor's assignable rights therein, each Subject Invention made by others than Technical Personnel, shall be the sole and exclusive property of the Government, and the Contracting Officer or his designee shall have sole power to determine to whom, and in what manner and form, consistent with law, title thereto shall be assigned and patent protection therefor shall be obtained in any country; Provided, however, That nothing contained in this sentence shall be deemed to grant a license under Contractor's Patent Rights. Contractor agrees (i) to de-liver to the Contracting Officer or his designee, promptly and in any event prior tofinal settlement; a complete written disclosure of each Subject Invention which reasonably appears to be patentable and, as to each such invention, to exert its best efforts to effect such delivery within six months after first publication, public use or sale; and (ii) to deliver to the Contracting Officer or his designee, duly executed, such instruments of assignment, application papers and rightful oaths, relating to each Subject Invention title to which is to be assigned pursuant to this contract, as the Contracting Officer or his designee may require in order to enable patent applications therefor to be filed and prosecuted, and title to such applications to be assigned and recorded, in any

(3) Contractor agrees to and does hereby grant to the Government the right to reproduce, use and disclose for any governmental purpose all or any part of the reports, drawings, blueprints, data and technical information to be delivered by Contractor to the Government under this contract; Provided, however, That nothing contained in this sentence shall be deemed to grant a license under any patent now or

hereafter issued.

(d) Indemnity against patent risks road form) Where it is proper (see (broad form) § 811.1117 (c)) to require the contractor to indemnify the Government against all patent infringement risks, the appropriate contract article is as follows:

ARTICLE \_\_. Patent indemnity. The Contractor agrees to indemnify the Government, its officers, agents, servants and employees against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U.S.C. 42) occurring in the performance of this contract or arising (in respect only of inventions which are actually embodied in items manufactured or supplied hereunder, or are involved in the use, unless there be more than one practicable use, of such items) by reason of the use or disposal of such items by or for the account of the Government.

(e) Indemnity against patent risks varrow form) Where it is proper (see ... (narrow form) § 811.1117 (d)) to require the contractor to indemnify the Government against all patent infringement risks except those which necessarily result from the contractor's compliance with specifications (unless originating with the contractor) forming a part of the contract or with specific written instructions given by the Contracting Officer for the purpose of directing the manner of performance thereof, the appropriate contract article is as follows:

ARTICLE .... Patent indemnity. (a) The Contractor agrees to indemnify the Government, its officers, agents, servants and employees, against liability including costs and expenses for infringement upon any Letters Patent of the United States (except Letters

Patent issued upon an application which is now or may hereafter be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended, 35 U.S.O. 42) occurring in the performance of this contract or arising (in respect only of inventions which are actually embodied in items manufactured or supplied hereunder, or are involved in the use, unless there be more than one practicable use, of such items) by reason of the use or disposal of such items by or for the account of the Government; excepting however infringements necessarily resulting from the Contractor's compliance with specifications (unless originating with the Contractor) now or hereafter forming a part of this contract or with specific written instructions given by the Contracting Offi-cer for the purpose of directing the manner in which the Contractor shall perform this contract.

(b) The Contractor shall diligently and promptly report to the Contracting Officer in reasonable written detail (1) each claim of patent infringement asserted with respect to, and (ii) the identity and apparent pertinence of each adversely-held domestic patent having a bearing or apparent bearing upon, the subject-matter or performance of this contract, which cald claim or bearing has heretofore or shall hereafter prior to final settlement come to the attention of the Contractor's legal representatives or executive agents.

(f) Authorization and assistance. Where there is reason to believe (see § 811.1117 (f)) that the manufacture, use or disposal of any of the items to be sunplied under a contract may create risk of patent infringement or may involve the payment of royalties (whether or not the contractor indemnifies the Government against patent infringement risks), the appropriate contract article is as follows:

ARTICLE \_\_. Authorization and assistance. (a) For the purpose set forth in Section 6 of the Royalty Adjustment Act 1942 (Public No. 768, 77th Cong.; 35 U.S.C. 94), incofar as said Section 6 refers to the Act of June 25, 1910, as amended (35 U.S.C. 68), and for no other purpose whatsoever, the Government shall, without prejudice to its rights of indemnification if any be deemed to have given its authorization and concent to the use and manufacture, in the performance of this contract or of any subcontract hereunder, (1) of any patented invention embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract and (2) of any patented invention utilized in machinery, tools or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (i) specifications or written provisions now or hereafter forming a part of this contract or (ii) specific written instructions given by the Contracting Officer for the purpose of directing the manner of such performance.

(b) The Contractor shall diligently and promptly report to the Contracting Officer in reasonable written detail (1) each claim of patent infringement asserted with respect to, and (ii) the identity and apparent per-tinence of each adversely-held domestic patent having a bearing or apparent bearing upon, the subject-matter or performance of this contract, which said claim or bearing has heretofore or shall hereafter prior to final settlement come to the attention of the Contractor's legal representatives or executive agents.

(c) In case the rates or amounts of any royalties, which are directly or indirectly chargeble to the Government under this contract, are adjusted pursuant to the provisions of the Royalty Adjustment Act 1942 (Public No. 768, 77th Cong.; 35 U.S.C. 89) or in any

other manner, the prices herein shall be reduced to the extent that the Contractor receives the benefit of such adjustment, or fails to take the benefit thereof after the Government has given the Contractor notice in writing not to make the fayment involved, and the Contractor shall pay or credit, as the Contracting Officers may direct, the amount of such price reduction. Nothing contained in this contract shall be deemed to constitute an approval by the Government of the rates or amounts of any royalties chargeable to the Government hereunder, or to prejudice or impair the right of the Government or any department or agency thereof to adjust the rate or amount of such royalties.

Attention is directed to the fact that clause (b) of the foregoing article is a duplicate of clause (b) of the contract article set forth in paragraph (e) above. If the contract articles set forth in this paragraph and in paragraph (e) are both used in the same contract, the duplicating provision of this paragraph should be eliminated.

(g) Indemnity bond. Where the giving of bond in support of the contractor's indemnity obligation is deemed necessary (see § 804.406 (e)), the appropriate contract article is as follows:

AFFICE \_\_. Patent infringement bond. The Contractor shall give a bond in an amount catisfactory to the United States, the terms of which shall fully protect the Government against loss should the Contractor default in any patent indemnity obligation herein sat forth.

(h) Patent applications disclosing certain classified subject-matter. Where it is proper for the Government to control the filing of patent applications disclosing top secret, secret or confidential subject-matter of a contract (see §811.1116 (m)) the appropriate contract article is as follows:

While and so long as the subject-matter of this contract is classified by the War Department as "Confidential" or "Secret" or higher, Contractor agrees that, before filing or causing to be filed a patent application disclosing such subject-matter, Contractor will refer the proposed application to the Contracting Officer or his designee for a recommendation by the War Department whether such application should be ordered to be kept secret under the provisions of the Act of October 6, 1917, as amended (35 U.S.C. 42), and will faithfully observe any reasonable instructions given by the Contracting Officer or his designee in that regard which instructions may include a direction not to, file the same so long as the Contracting Of-ficer or his designee deems such action nececcary in the interests of national security. If and to the extent that the subject-matter of this contract is classified by the War Department as "Secret" or higher, Contractor agrees upon request of the Contracting Officer or his designee to assign and convey to the Government the entire right, title and interest in and to each United States patent application, disclosing the said subject-mat-ter or any part thereof of this contract and filed by or on behalf of Contractor, which Contractor is not obligated to assign to the Government by virtue of any other provision of this contract, the same to be held by the Government subject to reversion of the entire right, title and interest therein to Con-tractor upon allowance of the said application; Provided, however, That nothing contained in this sentence shall enlarge or diminish the rights otherwise granted to or reserved by the Government or Contractor in respect of said application or the invention covered thereby except as and to the extent herein expressly provided.

[Procurement Reg. 4]
PART 804—BONDS AND INSURANCE
SUBPART D—INSURANCE

1. In § 804.481 (a) subparagraph (4) is amended to read as follows:

§ 804.481 Automobile bodily unjury and property damage liability insurance. (a) \* \* \*

(4) All automobiles owned by the Federal government and furnished for the contractors' use on a project, and all automobiles hired or purchased under rental purchase contracts shall be classified and rated in the same manner as automobiles owned by the contractor. Hired automobiles other than those hired under a rental purchase contract shall be rated in accordance with the Rules and Rates prescribed in the Manual, except that when cars are hired without chauseurs the payroll upon

which the premium will be calculated will be double the cost of hire.

2. Section 804.482 (a) is amended to read as follows:

 $\S$  804.482 Comprehensive bodily injury liability insurance. \* \* \*

(a) Those classifications in the Manual for which no rates appear will be submitted by the insurance carrier to the appropriate rating authority if any, for the establishment of a rate. The rate so established will be submitted to the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces. Any liability rate so established will be subject to the 50% discount applicable to other liability insurance classifications.

SUBPART E-BONDS AND INSURANCE FORMS

In § 804.496 (h) subparagraph (1) is amended, subparagraph (2) is deleted,

and subparagraphs (3) and (4) are redesignated (2) and (3)

§ 804.496 Bond forms. \* \* \*

(h) Consent of surety. (1) The following form is authorized for use in all cases other than those specified in subparagraph (2) below.

Consent of Surety is hereby given to the foregoing Supplemental Agreement and the surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby.

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPART-MENTAL PURCHASES

SUBPART E-INTERBRANCH PROCUREMENT

The table in § 806.605d is amended to read as follows:

§ 806.605d Indefinite quantity contracts executed by the Office of the Quartermaster General.

INDEFINITE QUANTITY CONTRACTS, EXECUTED BY OFFICE OF QUARTERMASTER GENERAL

Supply bul- letin No.	Date	Commodity	Contract period	Contract symbol	Contractor •	Area serviced	Applicability	
10-87 (and Change No. 1)	5 July 44 (2 Nov. 44)	Books	Fiscal year, 1945.	See Supply Bulletin No. 10-87 (and Change No. 1).		Continental United States and its possessions.	General utilization by the War Department except the Medical Corps.	
10-94 (and Change No. 21)	18 July 44 (12 Oct. 44)	Compressed yeast	Fiscal year 1945	W 11-009-qm-19505	Federal Yeast Corp., Colgate Creek-Highlandtown, P. O., Baltimore, Md.	3rd Service Command	All Branches of the War Department.	
				W 11-009-qm-19508	Varnum Yeast Co., 105 Cambridge St., Boston, Mass.	1st Service Command		
		; 		W 11-009-qm-19730	Standard Brands, Incorporated, 595 Madison Ave., N. Y., N. Y.	4th, 8th and 9th Service Commands.	P	
	c			W 11-009-qm-19731	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	2nd & 7th Service Com- mands & Military Dis- trict of Washington.		
				W 11-009-qm-19732	Red Star Yeast & Products Co., 221 E. Buffalo St., Milwaukee, Wis.	5th & 6th Service Com- mands.		
10-96	19 July 44	Paper rolls, for cash registers.	Fiscal year 1945.	W 28-021-qm-15523	The National Cash Register Co., Main & K Sts., Dayton, Ohio.	See Supply Bulletin No. 10-96.	All posts, camps and sta- tions.	
10-188	'1 Jan. 45	Oil, engine, greases and gear lubricants?	1 January 1945 to 30 June 1945.	W 44-109-qm-342	The Texas Co	Continental United States, exclusive of Arizona, California, Colorado, Il- linois, Novada, Oregon, and Washington.	All War Department ao- tivities within continental United States (not in- cluding Alaska) for do- mestic consumption, ex- clusivo of maneuvers ordered by Army Ground Forco Headquarters.	
				W 44-109-qm-338	Shell Oil Co. Inc	California, Oregon and Washington.		
		-	۰	W 44-109-qm-341	Shell Oil Co. Inc	Illinois		
		~	,	W 44-109-qm-339	Standard Oil Co. of California.	Arizona and Nevada	ţ	
		~		W 44-109-qm-340	Standard Oil Co. of California.	Colorado		
		Malt	1 April 1945 to 30 June 1945.	W-11-009-qm-46118.	Malt-Diastase Company, Wyckoff Ave. & Decatur St., Brooklyn, N. Y.	1st, 2nd and 3rd Service Commands; Military Dis- trict of Washington.	All Branches of the War Department.	
				W 11-009-qm-46115.	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	4th Service Command		
	`		•	W 11-009-qm-46116.	Birk Bros. Brewing Co., Webster and Wayne Sts., Chicago, Ill.	6th Service Command		
,			,	W 11-009-qm-46117	Standard Brands, Inc., War Prod. & Supply Dept., 595 Madison Avc., New York, N. Y.	5th, 7th and 9th Service Commands.		
	•			W 11-009-qm-46114.	Hazelton Syrup Co., Hazelton, Pa.	8th Service Command		
10-193	Jan. 45	Ink, duplicating machine, black 1 lb. cans.	1 February 1945 to 30 June 1945.	W 28-021-qm-27720.	Howard Flint Ink Co., Clark Ave. & M. C. R. R., Detroit 9, Mich.	See Supply Bulletin No. 10-193.	All Branches of the War Department.	

<sup>&</sup>lt;sup>1</sup> Change No. 1, Aug. 16, 1944, to Supply Bulletin Number 10-94 has been rescinded. Ohange No. 2 relates to Contract W 11-009-qm-19503. 
<sup>2</sup> The basic contracts for greases and gear lubricants are contracts of Treasury Department, Procurement Division.

#### SUBPART C-INTERDEPARTMENTAL PURCHASES

1. Paragraph (g) of § 806.606 is amended to read as follows:

§ 806.606 Purchases under contract of Procurement Division, Treasury Department. \*

(g) Mandatory schedules. The following is a list of the classes of the General Schedule of Supplies which are mandatory by the terms of the schedules on the field services of the War Department:

Description of item and schedule of supplies Period Explosives and blasting accessories; 4 Supp. No. 1\_\_\_ July 1 to December 31, 1944 (extended to June 30, 1945). Gasoline: Tank wagon and drum deliveries, tank-car, trans-July 1, 1944 to June 30, 1945. port-truck and marine deliveries; 7 and Supps., Regions 1 to 6, incl. Fuel Oil: Tank-wagon and drum deliveries, tank-car, trans-July 1, 1944 to June 30, 1945. port-truck, and marine deliveries; 7 and 14 and Supps. Regions 1 to 6, incl. Gasoline Diesel oil and lubricating oil, service-station July 1, 1944 to June 30, 1945. deliveries; 7 and 14. \_\_ July 1, 1944 to June 30, 1945. Tire chains; 8, Supp. No. 3, Revised\_\_\_ Automotive storage batteries; 17, Supp. No. 2, Revised... March 16 to September 15, 1945. Telephones and parts; 17, Supp. No. 6, Revised...... March 1 to August 31, 1944 (extended to August 31, 1945). Electric lamps; 17, Supp. No. 3\_\_\_\_\_ September 1, 1944 to August 31, 1945. Wood furniture; 26, Part I\_\_\_\_\_\_ January 1 to December 31, 1945. Steel furniture; 26, Part II, Revised\_\_\_\_\_\_ January 1 to December 31, 1942 (extended to December 31, 1945). Steel insulated filing cabinets; 26, Part II, Supp. No. 1.\_ July 1 to December 31, 1943 (extended to December 31, 1945). Floor and window coverings; 27 Revised...... October 1 to September 30, 1945. Books; 35\_\_\_\_\_ December 1, 1944 to November 30, 1945. Encyclopedia Britannica; 35\_\_\_\_\_ February 15 to November 30, 1945. Machine tools (only the following items: 40-M-9-100, September 1, 1944 to August 31, 1945. and 40-P-22 to 40-P-37, incl.); 40. Woodworking saws; 40\_\_\_\_\_\_ July 1, 1944 to June 30, 1945. Solvents; 51\_\_\_\_\_\_ February 1 to June 30, 1945. Filing cases, copy holders, and finished plates for off- July 1, 1944 to June 30, 1945. set duplicating machines; 54.
Offset duplicating supplies; 54.... \_\_\_\_\_ January 20 to June 30, 1945. Portable drunking fountains; 63\_\_\_\_\_\_ March 1, 1945 to February 28, 1946.

Airplane tires and tubes; 83, Revised\_\_\_\_\_ April 24 to June 30, 1942 (extended to September 30, 1945). Consolidated public utilities contracts in Baltimore, Effective December 1, 1844 and there-Md., New York, N. Y., and Philadelphia, Pa., 101 after until further notice. (Electric service), 105 (Gas service). .... February 1, 1945 to January 31, 1946. Slide film prints; 103\_\_\_ Recording and transcription service; 103, Supp. No. 2, September 1, 1944 to August 31; 1945. Exchange allowances for typewriters; 104\_\_\_\_\_ March 1 to June 30, 1945.

NOTE 1: Some of the schedules listed above are mandatory only upon come of the activities of the War Department. In case of doubt as to whether it is mandatory that a particular item be procured under a schedule; the schedule itself should be consulted and provisions of the schedule should be regarded as controlling.

NOTE 2: Attention is called to the provisions of paragraph 1187 et seq., as to restrictions concerning local purchases and the purchases of restricted or prohibited items. Such restrictions apply to items, even though they may be listed on the General Schedule of Supplies.

# 2. A new § 806.606a is added as follows:

§ 806.606a Regional and District Warehouse and Supply Centers of Treasury Department, Procurement Division-(a) Establishment and functions of Regional and District Warehouse and Supply Centers. Various Regional and District Warehouse and Supply Centers have been established by Treasury Department. Procurement Division in the United States. These Centers engage in procurement, storage and issue of commonly used items of supply. Items handled by these Centers in general are new items purchased by Treasury Department. Procurement Division, and are to be distinguished from surplus property offered for sale by that Division, as to which see § 806.613.

(b) Stock Catalogs of Warehouse and Supply Centers. Stock Catalogs are issued by each Regional and District Warehouse and Supply Center listing articles regularly carried by it in stock and available for issue by it. Such catalogs may be obtained from the appropriate Regional Directors, Treasury Department, Procurement Division. The addresses of such Regional Directors are at the same location as the Offices of Surplus Property, Treasury Department, Procurement Division, listed in § 829.908.

(c) Authority to purchase from Warehouse and Supply Centers. Field services of the War Department are required to purchase items through Treasury Department, Procurement Division, only to the extent provided in §§ 806,606 (b) and (g), and 806.613. Purchase of any item from Warehouse and Supply Centers is,

however, authorized, whenever desired by the responsible office, subject to such conditions and regulations, if any, as the chief of the interested technical service (who, in case purchase responsibility for such item has been assigned to a particular technical service, shall be the chief of such technical service) may prescribe. Purchase from a Warehouse and Supply Center of any item listed on a General Schedule of Supplies mandatory on the purchasing office (see § 806.606 (g)) or on the Schedule of Blind-Made Products (see § 806.606c) is considered a compliance with such Schedules. Similarly, purchase may be made from a Warehouse and Supply Center of an item, even though such item is otherwise required to be purchased from Federal Prison Industries, Inc. (see § 806.608)

(d) Purchasing procedure. See § 806.614 as to the appropriate form of delivery order to be used in purchasing items from Warehouse and Supply Centers. Instructions contained in the appropriate stock catalog are to be followed in purchasing items, except insofar as such instructions may be modified by § 806.614.

3. Paragraph (h) of § 806.606 is redesignated § 806.606b and amended to read as follows:

§ 806.606b Stock Catalog, Washington, D. C. This publication of the Procurement Division of the Treasury Department lists the items which are carried in stock in the warehouse of that Division in Washington, D. C., primarily to supply the needs in that city and adjacent area.

4. Former § 806.606a is redesignated § 806.606c.

5. Section 806.613 (e) is amended to read as follows:

§ 806.613 Procurement of surplus property from disposal agencies. \* \* \*

(e) Procedure for acquiring surplus property. In general, surplus property will be transferred with reimbursement by the War Department at a fair valuation determined by the disposal agency. Details of transfer procedure may be ascertained from the offices of the disposal agencies. See § 806.614 as to the appropriate form of delivery order to be used in acquiring surplus property from disposal agencies. However, where the property being transferred was declared surplus by another element of the War Department or by the Navy Department, non-reimbursable transfer can be arranged through withdrawal by the office that reported the property as surplus (see § 827.706) and transfer under § 823.312.

6. Section 806.614 is amended to read as follows:

§ 806.614 Form of delivery order to be used in making interdepartmental or interbranch purchases. (a) Delivery orders are used to place orders:

(1) Under already existing contracts executed by other technical services or other departments of the Government (see §§ 806.605a, 806.606, 806.607 and 806.609) and

(2) With other departments of the Government furnishing particular services or supplies (see §§ 806.606a, 806.606b, 806.608, 806.610, 806.612 and 806.613)

(b) The term "delivery orders" is used in the procurement regulations to refer to orders of the character described in paragraph (a) above. Although orders placed under General Schedules of Supplies contract sometimes are referred to as "purchase orders" the term "delivery orders" is more accurate; since a binding contract already exists between the Government and the contractor.

(c) The following forms of delivery order may be used in making interbranch

or interdepartmental purchases:
(1) W D. Contract Form No. 383 (§ 813.1317a) [In certain cases, TM 38-403 (Station Supply Procedure) and ASF Manual M 408 (Depot Supply Procedures) require the use of this form], or (2) W D. Contract Form No. 19

(§ 813.1317e)

(d) W D. Contract Form Nos. 19 and 383, when used to place orders for services or supplies with other departments (see paragraph (a) (2) of this section) will be required to be modified to delete reference to a basic purchase agreement.

#### [Procurement Reg. 8]

PART 808—FEDERAL, STATE AND LOCAL TAXES

SUBPART C-EXEMPTIONS FROM FEDERAL EXCISE TAXES

Section 808.812 is amended by adding a sentence to the text immediately preceding paragraph (a) as follows:

§ 808.812 Exemption from manufacturer's excise taxes of sale of certain supplies and equipment for vessels of war including aircraft. \* \* \* Under Treasury regulations this exemption, insofar as it relates to aircraft, is available only with respect to purchases made direct from manufacturers or producers and not with respect to purchases from dealers or distributors.

#### SUBPART E-STATE AND LOCAL TAXES

In the list under § 808.831, the entry for Illinois is amended to read as follows:

§ 808.831 Applicable tax directives.

Illinois\_ Memo. Hq. SOS (SPPDL-012.2 (Taxes) (Illinois)), 26 June 1942. (All manufacturing transactions) Section V, ASF Circular No. 13, 1944 as amended by Section IV ASF Circular No. 87, 1945. (All con-struction transactions)

# [Procurement Reg. 9]

### PART 809-LABOR

#### SUBPART M-MISCELLANEOUS

In the authorization under § 809.993-1. paragraph (B) is amended to read as follows:

General Order No. 14 of § 809.993**-1** the National War Labor Board.

AUTHORIZATION TO THE WAR DEPARTMENT TO PASS ON WAGE AND SALARY ADJUSTMENTS FOR DESIGNATED CIVILIAN EMPLOYEES

(B) There shall be a standing tripartite Appeals Committee, to consist of two representatives of the public, who shall act as co-chairmen, and two representatives each of industry and labor to be appointed by the

National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category A (3) above, and to perform such other duties as are hereinafter prescribed.

#### [Procurement Reg. 11]

#### PART 811-MISCELLANEOUS PURCHASE Instructions

#### SUBPART B-PATENTS

1. In § 811:1112, the following changes are made: in paragraph (i) subparagraph (2) is amended, (4) is deleted, (5) is redesignated (4) and the last undesignated paragraph is amended; paragraphs (j) (k) and (l) are amended; in paragraph (v) (5) a new subdivision (vi) is added and subdivisions (vi) through (viii) are redesignated (vii) through (ix) and in paragraph (aa) (1) paragraph h (2) is amended and h (3) is added, as follows:

§ 811.1112 Adjustment of royalties for use of inventions. \*

(i) Powers, duties and authorities under the act which have been delegated.

(2) After notice, to receive and hear such facts and circumstances as may be presented by the licensee or licensor, and such other facts and circumstances as are relevant to an evaluation of the factors specified in paragraph (k) of this section, and to recommend appropriate action:

The foregoing powers, duties and authorities shall not be redelegated by any delegate under the general authority to redelegate conferred in § 801.107 (i)

(j) Delegations. (1) The powers, duties and authorities described in subparagraphs (1) (2) (3) and (4) of paragraph (i) of this section have been delegated to each, of the following offices, boards, agents or persons as indicated in the following tabulation:

Delegate	Powers, duties and authorities described in sub- paragraphs—			
	(1)	(2)	(3)	(4)
Commanding General, Army Service Forces. Commanding General, Army Air Forces. Assistant Chief of Air Staff, M & S. Ohief, Procurement Division, Office of Assistant Chief of Air Staff, M & S. Director, AAF, Air Technical Service Command. Director, Purchases Division, Headquarters, ASF. Royalty Adjustment Board, AAF, Air Technical Service Command. Assistant Air Judge Advocate, Headquarters, Army Air Forces. Chiefs of the Technical Services, ASF. Royalty Board, Office of the Chief of Ordnance. All District Chiefs of Ordnance Procurement Districts. All Deputy District Chiefs of Ordnance Procurement Districts. Commanding Officer, Frankford Ordnance Arsenal Commanding Officer, Fleatinny	x x x x x x x x x x x x x x x x x x x	x x x x x x x	x x x x x x	X X X X X X X X X X X X X X X X X X X
Ordnance Arsenal Commanding Officer, Rock Island Ordnance Arsenal				x

<b>.</b> Delegato	Powers, duties and authorities described in sub- paragraphs—			
	(1)	(2)	(3)	(4)
Commanding Officer, Springfield Ordnance Armory. Commanding Officer, Watertown Ordnance Arsenal. Commanding Officer, Watervillet Ordnance Arsenal Assistant Chief, Engineering and Technical Service, Office of the Chief Signal Officer. Patents and Inventions Counsel, Legal Division, Office of the Chief Signal Officer. Royalty Adjustment Board, Office of the Quartermaster General. Royalty Adjustment Board, Office of the Chief of Engineers. Chief, Patent Section, Legal Branch, Office of Chief of Chemical Warfare Service. Royalty Adjustment Board, Office of the Surgeon General. Chief, Legal Division, Office of the Chief of Transportation.	x x x x	x	x	x x x x x x

(2) There have been delegated to the Commanding General, Army Service Forces, and to the Commanding General, Army Air Forces, the power, duty and authority to designate and appoint certain commissioned officers of the Army and civilian employees, of the War Department, within their respective commands and jurisdictions, for the exercise by them, either individually or as a member of a board, of any of the powers, duties and authorities now or hereafter set forth in paragraph (i) of this section. and to amend, modify or revoke any such designation or appointment heretofore or hereafter made within their respective commands or jurisdictions. The fore-going powers of designation and appointment have been redelegated respectively to the Director (for the Army Service Forces) and to the Chief of Air Staff, the Assistant Chief of Air Staff, Matériel and Services, and the Chief, Procurement Division, Office of Assistant Chief of Air Staff, Materiel and Services (for the Army Air Forces)

(3) If the Chief of a technical service desires that any of the powers, duties and authorities set forth in paragraph (i) of this section be further delegated to any officer or employee within his command or jurisdiction, or that a board to receive such delegation be created within his service or command, a request to that effect may be transmitted to the appropriate delegate under subpara-

graph (2) hereof.
(4) Where any of the powers, duties and authorities set forth in paragraph (i) of this section have been or are hereafter delegated to a board, the said board shall, unless otherwise provided in the instrument of delegation, consist of three officers or employees of the service or command concerned, who shall be designated and appointed as provided in sub-paragraph (2) hereof. Unless otherwise provided in the instrument of delegation. (i) a majority of said board shall determine its action, (ii) any instrument or contract whatsoever evidencing action taken by the board may be signed in its name by any member of the board, and (iii) any two members of such board shall constitute a quorum.

- (k) Factors to be considered before notice is given and in the making of an order. (1) Before notice is given there will be taken into account so far as practicable, and in the making of any order there will be taken into account, the following factors:
- (i) The conditions of wartime production:
- (ii) The production and use of the invention prior to any increase due to wartimé procurement, including:

- (a) Any established royalty rate,
  (b) The volume on which royalty was paid,
- (c) The yearly aggregate royalty paid, and
- (d) The circumstances under which the licensing and the establishment of the royalty rate occurred;
- (iii) The character of the invention and any patent protection therefor, the value of its contribution to the art in which it is used, and the character and expense of research and development that have been devoted to the invention;
- (iv) The extent of use and proposed use of the invention by other departments or agencies of the Government and the amounts of royalties involved in the aggregate in such use; and
- (v) All other considerations which are ordinarily and properly taken into account in determining fair and just royalties, or which appear to be appropriate to the particular case.

(2) In determining fair and just rates or amounts with respect to royalties to which the act applies, there will be taken

into account:

- (i) The amounts of royalties (directly or indirectly charged or chargeable to the United States) which were paid to and received by the licensor when the conditions of wartime production affected the procurement in question during years or fractions thereof prior to the date when unpaid royalties began to accrue, except that such royalties which were or will be included in licensor's renegotiable receipts under the Renegotiation Act for any year or fraction thereof will not be regarded as having been excessive in amount for such prior year or years, but the result arrived at in renegotiation for such prior year or years shall not be binding upon the delegate in any way in determining fair and just rates or amounts under the act; and
- (ii) The fact that the royalty rates were agreed to in the absence of arm'slength dealing between licensor and li-censee, except that the fact that the licensor is an officer, director or stockholder of a corporate licensee shall not warrant disregard of the licensee's separate corporate entity.
- (1) Duties of the technical services. Subject to the rules and regulations set forth in this section and § 811.1114 (c), the chiefs of the technical services are, in matters properly before them and acting under the direction of the Under Secretary of War, under the duty of causing the powers, duties and authorities delegated under the Act to be exercised in such manner and at such times as may be necessary to prevent unreasonable or excessive royalties from being charged to the War Department. This

duty may be discharged pursuant to such instructions as may be issued by the chiefs of the technical services for the guidance of their respective services and delegates therein.

(y) Submission of order for approval. \* \* (5) \* \* \*

(vi) Statements of:

(a) Total royalties received, preferably annually from 1936 to the latest period available.

- (b) Segregation of royalties between Government and non-Government during the period when the conditions of wartime production affected the procurement in question so far as readily ascertainable from the licensees concerned.
- (c) The amounts of royalties already paid to the licensor, if any, which were or will be included in licensor's renegotiable receipts under the Renegotiation Act and action taken or to be taken under the Renegotiation Act with respect thereto, so far as readily ascertainable from the Price Adjustment Section to which the licensor has been assigned for renegotiaion.
- (aa) Action required upon a determination that royalties are fair and reasonable. (1)
- h. • (ii) Segregation of royalties between Government and non-Government, during the period when the conditions of wartime production affected the procurement in question so far as readily ascertainable from the licensees concerned.
- (iii) The amounts of royalties already paid to the licensor, if any, which were or will be included in licensor's renegotiable receipts under the Renegotiation Act and action taken or to be taken under the Renegotiation Act with respect thereto, co far as readily ascertainable from the Price Adjustment Scc tion to which the licensor has been assigned for renegotiation.
- 2. Paragraph (k) of §811.1115 is amended to read as follows:
- § 811.1115 Investigation of, and licenses; assignments and releases eliminating claims for, the unauthorized use of inventions. \*
- (k) Disclosure of information. In order that settlements advantageous to the Government may be secured, any delegate holding the powers, duties, and authorities of subparagraph (4) of § 811.1112 (1) and any authorized representative of such delegate, may, in the performance of his official duties and when he has reason to believe that such action would be to the advantage of the United States, disclose to the claimant, potential claimant, or authorized representative of either, any fact or matter of evidence which appears to bear upon his claim or its value, except as considerations of military security may indicate such disclosure to be inadvisable (SPJGA 1944/11256, Oct. 25, 1944 and SPJGA 1945/2553, Mar. 9, 1945).
- 3. Sections 811.1116 through 811.1118, inclusive, are added, as follows:
- § 811.1116 Patent rights provisions of a development contract. The policy of

the War Department in regard to the patent rights provisions of a development contract is set forth in paragraphs (a) to (m), inclusive, below. This policy is to be executed within the discretion of the chiefs of the technical services pursuant to the delegation of authority contained in § 811.1118. While the policy stated in paragraph (m) of this section is applicable chiefly to a development contract, it is also applicable to a contract which is not a development contract.

(a) The expression "development contract" as used in this section, means a contract, change order or commitment which contemplates that research, or experimental testing or production or the development or further development of an item or method, is to be performed for the Government, either as the sole object of the contract or to an extent beyond that normally incident to the performance of a supply contract for the class of item involved.

(b) In a development contract (except as described in paragraphs (h) and (k) below) the War Department normally requires the contractor to grant to the Government a royalty-free license under foreground patents (as described below) Such license will normally include all inventions, conceived or first actually reduced to practice in the performance of the contract or subcontract or of any research or development work done upon the understanding of the

award thereof, made by persons em-

ployed by or working under the direction of the contractor or subcontractor who, by reason of the nature of their duties in connection with the performance of the contract or subcontract, would reasonably be expected to make inventions: and as to such inventions made by other persons the license willnormally be only to the extent of the contractor's right to grant the same. Patents based upon all such inventions are here referred to as "foreground patents" It is recognized that certain inventions, otherwise falling within the

foregoing category, which have been constructively (but not actually) re-duced to practice before commencement of the "performance" above described, may be excluded from the category of foreground patents in appropriate cases, as for example where the development work contemplated by the contract is not necessary to demonstrate the prac-

ticability of such inventions.

(c) So far as concerns domestic practice of the inventions of foreground patents, such license normally will extend for the life of any patent involved, will not be limited to any particular governmental purpose and will include rights of disposal for any purpose authorized by law (see § 811.1118 (d)) but as to foreign practice of such inventions the license will normally be only to the extent of the contractor's right to grant the

(d) The foregoing policy applies regardless of the source of funds allotted to the contract, regardless of whether the contract is administratively known as a development contract, and regardless of whether it is in other respects a contract

for supply, construction, architect-engineer services, management services, equipment rental, ballment, or the like; but it is recognized that exceptions may properly be made in special cases, for example, where license provisions adequate to protect the Government are included in other contractual arrangements, where the commitment consists of a Letter of Intent issued in contemplation of subsequent formalization of a definitive contract containing suitable license provisions, and so forth.

(e) Where a development contract contains provision granting to the Government a license under foreground patents, the War Department will normally require the inclusion of provisions (1) requiring the contractor to report each invention subject to said license in such form and time as will enable the War Department to determine whether it is in the interests of the Government to have its license rights confirmed and protected by the filing of a patent application, (2) requiring the contractor to state whether or not he will file the application on such invention and, if such application is filed by him or on his behalf, obligating him to supply the War Department with the means of keeping itself informed as to the progress of the prosecution thereof, (3) requiring the contractor, if he states he will not file such application, to transfer to the Government the ownership of the invention and of the right to file and prosecute applications therefor, subject to a reserved license thereunder to the contractor, but as to inventions of this kind made by others than persons of the class described in paragraph (b) of this section the said requirement will normally be only to the extent of the contractor's right to make such transfer, and (4) requiring the contractor to deliver confirmatory instruments of license when requested by the War Department.

(f) If a development contract contemplates that reports, drawings, blue-prints, data or other technical information are to be delivered by the contractor to the Government, the War Department will normally require assurance of its right to reproduce, use and disclose the same for governmental purposes.

(g) An appropriate patent rights provision complying with the requirements contained in paragraphs (b) to (f) inclusive, of this section is set forth in § 803.335 (a)

(h) Where a development contract requires the contractor to develop and produce the prototype of an item of equipment differing radically in structure or mode of operation from any item previously made, and the Government is to pay substantial sums for an expected major developmental program in building and testing such item (and the contract is not one where it would be appropriate to require the Contractor to assign to the Government title to the foreground patents, see paragraph (k) of this section) the War Department normally requires the contractor to grant to the Government, in addition to the license under foreground patents above mentioned, a limited royalty-free license under the contractor's background patents (as described below)

(i) The license referred to in paragraph (h) of this section normally will include all patents (other than foreground patents), under which the contractor has or prior to final settlement may acquire the right (without obligation to make payments to others) to grant the license in question, relating to or useful in connection with the manufacture or use of the subject-matter of the contract (herein called "background patents") and will be limited to the practice of the inventions thereof by or for the Government in the manufacture. use and disposition, according to law, of the subject-matter of the contract, and parts, modifications and improvements thereof.

(j) An appropriate patent rights provision granting license rights under both foreground and background patents, as contemplated by paragraphs (h) and (i) of this section, is set forth in § 803.335 (b)

(k) In certain types of development contracts it is unfair to third parties, or contrary to the public interest, to permit the contractor to retain ownership of foreground patents. Examples are where the contractor has assembled a group of research scientists through the cooperation of other like manufacturers or institutions in furtherance of the war effort, and retention of foreground patents by the contractor would be unfair to cooperating manufacturers or institutions; where the subject-matter is expected to be maintained in high classification in peacetime and no commercial applications are foreseen; and where the contractor, working in close cooperation with research personnel of the Government or of another contractor, is to produce the prototype of an item of equipment differing radically in structure or mode of operation from any item previously made, which said item of equipment has already been developed largely or wholly by research personnel not connected with the contractor. In such contracts the War Department normally requires the contractor to assign to the Government title to the foreground pat-

(I) An appropriate patent rights provision meeting the requirements of contracts of the types mentioned in paragraph (k) of this section, is set forth in § 803.335 (c)

(m) Where a contract (whether or not a development contract) relates to subject-matter which is classified as top secret, secret or confidential, it will normally contain, the contract provision set forth in § 803.335 (h)

§ 811.1117 Patent risk provision. A summary of the applicable statute governing the remedy of the patent owner where a patented invention is without license used or manufactured by or for the United States is set forth in paragraph (a) of this section. The policy of the War Department in regard to the allocation of ultimate risk of patent infringement liability is set forth in paragraphs (b) to (h) of this section. This policy is to be executed within the discretion of the chiefs of the technical services pursuant to the delegation of authority contained in § 811.1118.

(a) The act of June 25, 1910 as amended (35 U.S. C. 68, 94) provides that whenever an invention covered by a patent of the United States is without license used or manufactured by the United States, or by any person, firm or corporation for and with the authorization and consent of the United States, the patent owner's remedy shall (except in certain cases) be by suit against the United States in the Court of Claims for recovery of his reasonable and entire compensation for such use or manufacture. The provisions of § 803.335 (d) to (g) inclusive, and paragraphs (b) to (h) inclusive of this section, relate to the contract articles which, as between the Government and the contractor, allocate the ultimate risks created by the above statute and provide for matters cognate thereto.

(b) Whether the Government will accept all patent infringement risks, or require the contractor to indemnify the Government against all or some part of those risks, depends in every case on the nature of the particular item to be supplied. Where a contract calls for the supply of several items the risk may be allocated in one manner as to some items and in a different manner as to other items

(c) Some items are in all respects made to the contractor's own specifications, or are standard commercial items of a type regularly dealt in as such by the contractor, and are not made to Government-furnished specifications (except "performance" specifications) in any material respect. In the procurement of such items the War Department will normally require the contractor to indemnify the Government against all patent infringement risks involved therein.—For this purpose the contract will normally contain the contract article set forth in § 803.335 (d) It may, in addition, contain the contract article set forth in § 803.335 (f)

(d) Other items are, from the standpoint of structure or composition, in part made as described in paragraph (c) above and in some other part made to meet Government-furnished specifications (other than "performance" specifications) In the procurement of such items the War Department will normally require the contractor to indemnify the Government against all patent infringement risks involved therein except those which necessarily result from the contractor's compliance with specifications. (unless originating with the contractor) forming a part of the contract or with specific written instructions given by the contracting officer for the purpose of directing the manner of performance under the contract. For this purpose the contract will normally contain the contract article set forth in § 803.335 (e), and in addition, the contract article set forth in § 803.335 (f)

(e) Other items are in all respects made to meet Government-furnished specifications (other than "performance" specifications) or are in every substantial respect different from any item which has ever regularly been dealt in as a standard commercial item by the particular contractor, and are not made to the contractor's own specifications in

any material respect. In the procurement of such items the War Department will normally not require the contractor to indemnify the Government against any part of the patent infringement risks involved therein. For this purpose the contract will normally contain the contract article set forth in § 803.335 (f) and normally will not contain either of the contract articles set forth in § 803.335 (d) or (e)

(f) In every contract where there is reason to believe that the manufacture, use or disposal of any of the items to be supplied will create risk of patent in-fringement (and without regard to whether the contract contains either of the indemnity clauses of § 803.335 (d) or (e) or no indemnity clause) or may involve the payment of royalties, the contract will normally contain the contract article set forth in § 803.335 (f) which specifies-the conditions under which the Government's authorization and consent is to be given, and provides for assistance in discovering patent liabilities and for securing to the Government the benefit of royalty reductions.

(g) Provision whereby the contractor agrees to indemnify the Government against all or any of the patent infringement risks involved may be included in or omitted from any particular contract or specified class of contracts where, within the discretion of the chief of the technical service concerned (see § 811.1118 below) such action is necessary or appropriate to facilitate procurement.

(h) Where the giving of bond in support of the contractor's indemnity obligation is deemed necessary (see § 804.406 (e)) the contract will normally contain the contract article set forth in § 803.335. (g)

§ 811.1118 Discretion of the chiefs of technical services. In executing the policy stated in §§ 811.1116 and 811.1117 (b) to (h) inclusive, the chief of each technical service shall have the following authority.

(a) He may issue such instructions for the guidance of his service as may be appropriate to effectuate the policy above referred to.

(b) He may, ın particular contrâcts or specified classes of contracts, authorize deviations from the policy, or the omission or alteration of any of the contract articles set forth in § 803.335, whenever in his judgment such action is necessary or appropriate to facilitate procurement subject to the limitations set forth in paragraphs (c) and (d) below.

(c) No provision whereby the Government expressly agrees to indemnify the contractor against liability for patent infringement shall be included in any contract except with the express written approval of the Director, Purchases Division, Headquarters, Army Service Forces; but this paragraph does not apply to the use of contract articles, such as that set forth in § 803.335 (f), specifying the conditions under which the Government's authorization and consent is to be given.

(d) No provision whereby the domestic practice by or for the Government of foreground patents is either (1) limited in term to less than the life of any patent involved, or (2) limited as respects user to any particular governmental purpose, or (3) limited as respects disposition otherwise than according to law, shall be included in any development contract, except with the express written approval of the Director, Purchases Division, Headquarters, Army Service Forces; but this subparagraph does not apply to the use in bailment contracts of a provision whereby such practice is limited to a term running at least for the duration of the war and six months.

(e) He may redelegate the powers granted to him under this paragraph to the chief legal officer and to the chief patent officer in the headquarters of his service, except that the Commanding General, Army Air Forces may redelegate such power to any officer within the headquarters of the Army Air Forces and within the headquarters of any of the major commands of the Army Air Forces.

#### SUBPART D-PRICE AND RATIONING REGULATIONS

In § 811.1135 (c) paragraphs 2 and 5 are amended to read as follows:

§ 811.1135 Rationing regulations.

(c) Where certain War Department instructions may be found.

2. Circular 36, W.D., 1945-Food rationing;

5. Circulars 255, 390, 399, W.D., 1944, and 19, W.D., 1945-Shoes.

### [Procurement Reg. 12]

#### PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

#### APPENDIX

In § 812.1291, the following changes are made: In paragraph (b) (2), RR 842.1 (1) (b) (i) and (ii), RR 842.2 (1) (b) (i) and (ii), RR 842.4 (1) RR 842.5 (1) (a) and (b) are amended; and paragraph (c) is amended, as follows:

§ 812.1291 Rulings of War Contracts Price Adjustment Board relating to discretionary exemptions from statutory renegotiation. renegotiation.

(b) Discretionary exemption relating to contracts and subcontracts for profits determinable when price established; real estate, public utilities, perishable goods.

(2) RR 842 provides as follows:

842.1 Public utilities; electric power (1) • • • • (b) • • •

(1) If such subcontract for electric power is with a contractor having a contract with a Department providing for the reimburgement by a Department of substantially all costs of the contractor incurred under such subcontract for electric power, or

(ii) If a Department has contracted to pay or guarantee the payment of substantially all amounts payable under such subcontract for electric power,

842.2 Public utilities; gas. (1) • • • • (b) • • •

(i) If such subcontract for gas is with a contractor having a contract with a Department providing for the reimburcement by a Department of substantially all costs of the contractor incurred under such subcontract for gas, or

(ii) If a Department has contracted to pay or guarantee the payment of substantially all amounts payable under such subcontract for gas,

້ ສ 🛊 E42.4 Public utilities; communications.

(1) Contracts and subcontracts with telephone, telegraph, cable and radio companies to furnish the service of transmitting messages, other communications services or communications facilities, when made at published rates or charges, fixed, approved or subject to regulation as to the reasonable-ness thereof by a public regulatory body, or when made at rates or charges which the Department conducting the renegotiation in its discretion shall determine to be no higher than such published rates or charges for. cervices or facilities of a comparable character.

842.5 Public utilities; furnishing of water

or remoral of cereage (1) \* \* \* (a) Any contract or subcontract with a public utility for the furnishing of water, steam or the removal of sewage, except that if the amounts received or accrued under any such contract or subcontract during any particular fiscal year were \$10,000 or more, amounts received or accrued under such contract or subcontract for such fiscal year shall not be exempt from renegotiation by reason of this subparagraph (a). (If such fiscal year is a fractional part of twelve months, the \$10,000 amount shall be reduced to the same fractional part thereof for

(b) Any subcontract with a public utility for the furnishing of water, steam or the removal of cewage without regard to the amounts received or accrued thereunder durants are also a contract the contract of the contract the contract of the contract the

amounts received or accrued thereunder during any fiscal year, except that:

(i) If such subcontract for water, steam or the removal of sewage is with a contractor having a contract with a Department providing for the reimbursement by a Department of substantially all costs of the sentence incurred under twee subcontract contractor incurred under such subcontract for water, steam or the removal of sewage, or

(ii) If a Department has contracted to pay or guarantee payment of substantially all amounts payable under such subscontract for water, steam or the removal of sewage, then in either such case such subcontract for

water, steam or the removal of sewage shall not be exempt from renegotiation by reason of this subparagraph (b).

(c) Discretionary exemption relating to contracts and subcontracts for standard commercial articles. RR 845 provides as follows:

845. Standard commercial article exemp-

tion. 845.1 Fixed years ending after June 30, 1943 and prior to July 1, 1944. (RR 845.1 is omitted from Procurement Regulations.)

845.2 Fiscal years ending after June 30, 1944 and prior to July 1, 1945. (1) Pursuant to the authority given to the War Contracts Price Adjustment Board by subsection (1) (4) of the Renegotiation Act of 1943, the Board, under the provisions of subsection (1) (4) (D) of the 1943 Act, has exempted from (1) (2) (D) of the 1943 Act, has exempled from renegotiation amounts received or accrued during ficeal years ending after June 30, 1944 and prior to July 1, 1945 under contracts or subcontracts for the making or furnishing of the following articles:

(a) Iron corap and steel scrap; non-ferrous metal corap; woolen waste, including woolen rags and clips, new and old; scrap rubber; waste paper; cotton or linen rags, including old bagging and old rope; and textile waste; sold by dealers or brokers.

(Comment: The exemption of these articles as standard commercial articles applies only

to dealers and brokers in these articles and is not to be construed as affecting, in any way, users of these articles (in particular, manufacturers who use these articles), nor does it affect manufacturers who may produce and sell these articles as a by-product in the course of their operation. Neither does the exemption cover sales of these articles in any form other than as scrap or waste.)

- (b) Reserved.(c) Reserved.(d) Reserved.
- (e) Paper of the following types and grades, sold by paper mills; Groundwood and free sheet uncoated and coated book papers (including but not limited to free sheet and groundwood offset, envelope and tablet papers); Mimeograph and duplicating (both groundwood and free sheet); Bond, writing and ledger, including opaque circular; Manifold and onion skin; Cover and text; Index and Bristol; Map paper (except wet-strength map paper); Post card paper; Blue print base stock.
- (f) Paper and paper products sold by merchants.

(COMMENT: This exemption does not apply to sales of paper or paper products which have been manufactured, converted or processed by the seller or by any person under the control of or controlling or under common control with the seller.)

- (g) Ready mixed concrete.
- (h) Portland cement.
- (i) Wheat flour.

(COMMENT: This exemption applies only to sales by the person milling the flour. Wheat flour includes granular flour and farina; whole wheat flour; products of the milling of durum wheat including whole durum flour and semolina; and blends of the foregoing. Bleached, bromated, enriched, phosphated and self-rising flour are considered flour for purposes of this exemption.)

- (j) Quick and hydrated lime.
- (k) Dead-burned dolomite.
- (1) Dead-burned magnesite made from dolomite stone, seawater or brine.

The Board had previously exempted these same articles from renegotiation for fiscal years ending after June 30, 1943 and prior to July 1, 1944. However, the exemption of "paper of the following types and grades, sold by paper mills \* \* \*" for the fiscal years ending 1944–1945 now includes a parentietical limitation on map paper reading "\* \* (except wet-strength map paper) \* \* \*" which limitation was not in effect for the preceding fiscal years ending 1943–1944.

#### [Procurement Reg. 13]

PART 813-FORMS OF CONTRACTS

1. Sections 813.1311b and 813.1311c are added as follows:

§ 813.1311b War Department Contract Form No. 13C. Sale of property by Defense Plant Corporation to War Department.

Contract No. \_\_\_\_

CONTRACT

(SUPPLIES)
WAR DEPARTMENT

and

DEFENSE PLANT CORPORATION

Contract forAmount
Location
Payment: To be made by

The supplies and services to be obtained by the instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same

This contract is authorized by the following laws:

Arrical 1. Scope of this contract. The Seller shall sell and deliver and the Government shall buy and accept the property listed in the following schedule, in consideration of the price stated therefor: Provided, however, That if at the time of delivery of any such property to the Government a maximum price lower than that stated below shall have been established by the Office of Price Administration and shall be in effect and expressly applicable to such deliveries notwithstanding the existence of a prior contract calling for a higher price, the price hereunder for the items so delivered shall be reduced to such maximum price.

#### [Schedule of Property and Price]

ARTICLE 2. Delivery. Delivery to the Government shall be f. o. b. point of origin, and the Government shall remove the property within...days after notification to it of the approval of the sale by the Seller.

ARTICLE 3. Payment. Payment by check to the order of the Seller will be made to the Seller as follows: Within thirty (30) cays after receipt by the Government of invoice therefor.

ARTICLE 4. Responsibility for property sold.

(a) The Government has had ample opportunity for full inspection of the property prior to the execution of this sales agreement and agrees to accept the property "as is" The Seller makes no guarantee, warranty, or representation as to the number, quantity, kind, size, weight, quality, character, description, or condition of the property, or its fitness for any particular purpose.

(b) The Government assumes all liability for the property after notification to it of approyal of the sale. The seller will exercise its usual care for protection of the property up to the time limit of removal but will not be responsible for any loss or damage for any cause whatsoever. Title to the property shall vest in the Government immediately upon notification to it of approval of the sale.

ARTICLE 5. Officials not to benefit. (Insert § 803.322.)

ARTICLE .6. Covenant against contingent fees. (Insert § 803.323, substituting "Seller" for "Contractor").

ARTICLE 7. Definitions. The term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

In witness whereof, the parties hereto have executed this contract as of the day and year first written.

	THE UNITED STATES OF AMERICA,
Ву	
	(Official Title)

DEFENSE	PLANT	CORPORATION,

Two witnesses:
(Address)
(Address)

§ 813.1311c War Department Contract Form No. 13D. Sale of property to Defense Plant Corporation.

Contract No. \_\_\_\_

CONTRACT OF SALE OF PROPERTY

WAR DEPARTMENT

ภทส

#### DEFENSE PLANT CORPORATION

Contract for Sale of:	
Amount:	
Location of Property.	

ARTICLE 1. Scope of this contract. The Government shall sell and deliver and the Purchaser shall buy and accept the property listed in the following schedule, in consideration of the price stated therefor: Provided, however, That if at the time of delivery of any such property to the Purchaser a maximum price lower than that stated below shall have been established by the Office of Price Administration and shall be in effect and expressly applicable to such deliveries notwithstanding the existence of a prior contract calling for a higher price, the price hereunder for the items so delivered shall be reduced to such maximum price.

#### [Schedule of Property and Price]

ARTICLE 2. Delivery. Delivery to the Purchaser shall be f. o. b. point of origin, and the Purchaser shall remove the property within days after notification to it of the approval of the sale by the Government.

ARTICLE 3. Payment. Payment will be made within thirty (30) days after receipt by the Purchaser of bill, invoice, or voucher, by check to the order of the Treasurer of the United States or as otherwise directed in said bill, invoice, or voucher.

ARTICLE 4. Responsibility for property sold.

ARTICLE 4. Responsibility for property sold.

(a) The Purchaser has had ample opportunity for full inspection of the property prior to the execution of this sales agreement, and agrees to accept the material "as is." The Government makes no guarantee, warranty, or representation as to the number, quantity, kind, size, weight, quality, character, description, or condition of the property, or its fitness for any particular purpose.

(b) The Purchaser assumes all liability for the property after notification to it of approval of the sale. The Government will exercise its usual care for protection of the property up to the time limit of removal, but

will not be responsible for any loss or damage for any cause whatsoever. Title to the prop-erty shall vest in the Purchaser immediately upon notification to it of approval of the sale.

ARTICLE 5. Officials not to benefit. (Insert \$\$803.322 or 813.1326a (b), Article 13).

ARTICLE 6. Covenant against contingent fees. (Insert \$813.1326a (b), Article 12).

ARTICLE 7. Definitions. The term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ized representative.

In witness whereof, the parties hereto have executed this contract as of the day and year first written.

THE UNITED STATES OF AMERICA, (Official Title) Acting for and on behalf of Defense Plant Corporation By Two witnesses; (Address) (Address)

certify that I am the \_\_\_ of the corporation executing this contract; who signed this contract on behalf of said corporation, was then . of said corporation; that said contract was duly signed by said corporation by authority of its governing body and is within the scope of its corporate powers, and that said corporation is acting for and on behalf of Defense Plant Corporation.

2. In the form in § 813.1313, the second paragraph and Article 13 are amended to read as follows:

§ 813.1313 War Department Contract Form No. 13.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover cost of

This contract is authorized by the following laws:

ARTICLE 13. Termination at the option of the Government. (a) The performance of work under this contract may be terminated by the Government in whole, or from time to time in part, whenever the Contracting Officer shall determine that any such termination is for the best interests of the Government. Termination hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Termination; -(2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the per-formance of any work terminated by the Notice of Termination; (4) settle all claims arising out of such\_termination of orders and subcontracts to the extent provided in and in accordance with the principles and procedures agreed upon between the War and

Navy Departments and the Contractor by letter dated January 8, 1945, as the came may from time to time be amended; (5) accign to the Government in the manner and to the extent directed by the Contracting Officer, all of the right, title and interest of the Con-tractor under any of the orders or subcontracts so terminated with respect to which it may have been determined that the termination claims thereunder will be cettled and paid by the Government; (6) deliver to the Government any plans, drawings, informa-tion and other property which, it the contract had been completed, would be required to be furnished to the Government; and (7) complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) The amount or amounts to be paid to the Contractor by reason of the total or partial termination of work under this contract shall be determined in accordance with the principles laid down in the agreement dated January 8, 1945, as the same may be from time to time amended, between the War and Navy Departments and the Con-tractor relating to the settlement of termination claims under contracts between the War or Navy Departments and the Contrac-tor, or under orders or subcontracts relating to the performance of any such contracts, and the Government shall pay to the Contractor the amount or amounts to de-

termined.
(d) The Government chall make partial payments and payments on account, from time to time, of the amounts to which the Contractor shall be entitled under this Article, whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder.
(e) The obligation of the Government to

make any payments under this Article chall be subject to deductions in respect of any claim which the Government may have against the Contractor in connection with this contract.

3. Section 813.1315a is amended to read as follows:

§ 813.1315a W D. Contract Form No. 15—(a) Explanatory notes. (1) The form set out in this section is available for use by Procuring Agencies for the procurement of electric, gas, water or sewage service when a connection charge to cover additional facilities necessary to furnish such services is included. Particular attention is directed to the footnotes accompanying the form.

(2) In cases where the amount of a connection charge cannot be agreed upon or where a contractor refuses to install additional facilities on other than an actual cost basis, a provision may be substituted for provision 4 of Article I of the form, reading as follows:

4. Reimbursement for cost of facilities.
(a) The Government agrees to pay the contractor, as a connection charge, after receipt of satisfactory evidence of completion of the facilities, the costs thereof, without profit to the contractor, after deducting the agreed net salvage value of said facilities which is \_\_\_\_\_ Dollars. The Government is to receive a refund of the amount so paid as provided in paragraph 5 of this Article.

(b) The costs of the facilities shall include all items of costs and expenses properly chargeable to the work, including but not limited to acquisition of any necessary rights of way, easements or other interests in real property, labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, rental of tools, equipment and machinery employed in the work, together with such other items of expense as should, in the

opinion of the Contracting Officer be included in the cost of the work. The Government shall promptly reimburse the contractor as provided herein upon receipt of properly certifled involces, in quadruplicate, approved by the Contracting Officer: Provided, however, That in no event shall the total amount paid by the Government to the contractor exceed the sum of \_\_\_\_ Dollars.
(c) In so far as practicable, all original

time cards or pay rolls, material records and accounts, for all charges and expenditures for which reimbursement will be claimed from the Government, shall be made available to the Government on request for the purpose of checking and auditing the cost involce. Also, in so far as practicable, separate records shall be maintained by the contractor of all items and accounts which will constitute the basis of information from which invoices for reimbursement will be

(3) In the blank space in provision 5 of Article I, insert the highest percentage of refund which can be negotiated. In all cases such percentage should be sufficlent to provide for an estimated complete refund in not to exceed five years and should not be less than 10% in any case. If a percentage of 10% or more is unobtainable, such will constitute a material deviation from the contract form.

(4) In the case of electric and gas service, Special Provisions A and B (§ 813.1315 b (c) and (d) respectively) to be attached to and made a part of the contract in accordance with provision 1 (a) of Article II of the form, will be modified as follows: >

Electric cervice. Revise provision No. 7 of \$ 813.1315 b (c) to read:
7. Renegotiation. (a) Unless the provi-

sions of subparagraph (b) or (c) of this paragraph 7 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act, as amended by section 701 of the Revenue Act of 1943 (Public Law 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said sub-Ecction (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts cpecified in said subsection (b) either the provisions of this article or the provisions required by said subsection (b).

(b) This contract, as to all amounts re-ceived under it, shall be exempt from statuterved under it, each be exempt from statu-tory renegotiation if the Contractor here-under is a department, bureau, agency, or governmental corporation of the United States, or any Territory, possession or State, or any agency thereof, or any foreign Gov-

ernment or agency thereof.

(c) This contract, but only as to amounts received under it for the delivery of electric power, shall be exempt from statutory renegotlation if it is made with a public utility for the delivery of electric power of less than 1000 kilowatts of contractual demand except that if the actual demand was 1000 kilowatts or more at any time during any particular fiscal year, amounts received or accrued under this contract for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subsection (c).

Gas service. Revise provision No. 8 of
§ 813.1315 b (d) to read:

8. Renegotiation. (a) Unless the pro-

visions of subparagraphs (b), (c) or of this paragraph 8 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act, as amended by section 701 of the Revenue Act of 1943 (Public Law 235-78th Congress, as amended February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts in said subsection (b) either the provisions of this article or the provisions required by said subsection (b).

(b) This contract, as to all amounts re-ceived under it, shall be exempt from statutory renegotiation if the Contractor hereunder is a department, bureau, agency or Governmental corporation of the United States or any Territory, possession or State, or any agency thereof, or any foreign Government or agency thereof.

(c) This contract, but only as to amounts received under it for the delivery of gas, shall be exempt from statutory renegotiation if the gas to be supplied hereunder is the product of a gas well which has not been processed, refined or treated beyond the first form or state suitable for industrial use.

(d) This contract, but only as to amounts received under it for the delivery of gas, shall be exempt from statutory renegotiation if it is made with a public utility, except that if the amounts received or accrued hereunder\_ for the delivery of gas during any particular fiscal year were \$50,000 or more, amounts received or accrued hereunder for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subparagraph (d). If such fiscal year is a fractional part of twelve months the \$50,000 amount shall be reduced to the same fractional part thereof for the purpose hereof.

#### (b) Contract form.

W D. contract form No. 15. (Caption Sheet)

Contract No. W\_\_\_\_\_ Date\_\_\_\_\_

#### WAR DEPARTMENT

Negotiated

Service Contract 1

(State)

(Including a connection charge) Contractor and address\_\_\_\_\_

(Station or Premises to be served) (County)

Premises are:

(City)

) Government-owned. ) Government-leased.

Symbol Number of Lease\_\_\_\_\_ Name of Lessor\_\_ Estimated annual service cost\_\_\_\_\_

Connection charge\_\_\_\_\_ Estimated annual refund\_\_\_\_\_

Bills will be rendered to\_\_\_

Payment will be made by Finance Officer, United States Army, at

The facilities, supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to allotments below enumerated, the available balances of which are sufficient to cover the cost thereof:

Applicable allotments, having available balances sufficient to cover the cost will be stated on the procuring instruments or in-

Contract No. W \_\_\_\_\_ This contract, entered into this \_. day of \_\_\_\_\_, 194\_, by and between The United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this contract and (hereinafter called the "Contractor"),

Insert designation of service involved, that is, either electric, gas, water or sewage.

Witnesseth that:

Whereas, the Contractor is engaged in the business of supplying 3

service to private and public consumers; and Whereas, the Government and the Contractor are entering into this contract for the supply by the Contractor to the Government of the above service for the operation

\_ known as \_.

(hereinafter called the "Project"); and

Whereas, in order that the Contractor may supply the above service in accordance with the terms of this contract and within the time specified, it is necessary for the Contractor to provide the facilities described and enumerated in Appendix "A" attached hereto, and generally referred to hereinafter as Contractor's New Facilities; and

Whereas, due to the present uncertainty as to the amount of such service which the Government will use, and as to the length of time the Project will be operated, the Government is willing to compensate Contractor in the form of a connection charge for the cost of the facilities required to furnish services;

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, to be performed by the parties hereto respectively, it is agreed as follows:

#### ARTICLE I-FACILITIES; CONNECTION CHARGE AND REFUND PROVISIONS

1. Facilities to be provided. The Contractor shall proceed to acquire or, construct all necessary equipment, materials and rights of way needed for Contractor's New Facilities, which are described more fully in Appendix A attached hereto and made a part hereof. It is estimated that such facilities will be completed on or before \_\_\_ expressly understood however that neither the Contractor nor the Government guarantees the correctness of this estimate but will use its best effort to acquire or construct the facilities within the time specified.

2. License for facilities. The Government hereby grants to the Contractor a license to enter upon and use a site or sites to be agreed upon between the parties hereto upon which the Contractor shall install, operate and maintain the Contractor's New Facilities to be located on Government property; and such license shall continue in effect until such time as the Government shall order the removal of Contractor's New Facilities located thereon: Provided, That after Contractor's New Facilities are ordered removed Contractor shall have ninety (90) days within which to comply with the Government order and if such facilities are not removed within said ninety (90) day period, title thereto shall vest in the Government without further action, and no claim for damages against the Government or its officers or agents shall be created by or made on account thereof: And provided further, That if the Government orders removal to another location on the Project, for the convenience of the Government, then the Government may be required to pay the cost of such removal and relocation and shall likewise license Contractor to use such land as may be necessary for the relocation. The license hereby granted by the Government to the Contractor shall be free of any rental or other charges.

3. Contractor's employees. Upon request the names of the employees of the Contractor whose services Contractor proposes to retain in the construction, operation and mainte-'nance of that portion of Contractor's New Facilities located within the boundaries of the Project shall be submitted to the Commanding Officer, or his authorized representative, in advance of actual employment for such purposes, together with pertinent information within the knowledge of Contractor as to the character, background and international political sympathies or affilia-tions of such employees, and the Commanding Officer, or his representative, shall reject or approve the employment of such persons within the confines of the Project as he may deem proper in the interests of the Govern-Employees so approved shall be designated as such by a method to be agreed upon by the Contractor and the Commanding Officer of the Project.

4. Payment for cost of facilities. In consideration of the estimated costs to be incurred by the Contractor and the uncertain duration of the Project the Government agrees to pay the Contractor, as a connection charge, after receipt of satisfactory evidence of completion of the facilities, the sum of \$\_\_\_\_\_\_ less the net salvage value of said facilities in the amount of \$\_\_\_\_\_. net connection charge to be paid by the Government is \$\_\_\_\_\_. The Government is to receive a refund of the amount so paid

as provided in paragraph 5 of this article.
5. Refund agreement. (a) In consideration of the fact that the Contractor is to be paid a connection charge for the facilities provided hereunder, and the further consideration that title to said facilities is to be and remain in the Contractor, it agrees to allow the Government on each monthly bill for service supplied as hereinafter provided. a credit of 4\_\_\_\_\_\_ of the gross amount of such bills as rendered, said credits to be made monthly and continue until such time as the accumulated credits equal the amount of the connection charge, unless this contract shall have been previously terminated, except that if a new contract for the supply of such service shall be entered into between the parties hereto within a period of fifteen months from the date of such termination, the deductions shall resume and continue as above provided.

(b) Anything in this contract to the contrary notwithstanding, no refund shall be made the Government or credit allowed on Government bills, after fifteen (15) years from the date of this contract.

6. Ownership, operation, maintenance, and removal of facilities to be provided hereunder. (a) The facilities to be supplied by the Contractor as hereinbefore provided, notwith-standing the payment by the Government therefor less the net salvage thereof, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated and maintained by the Contractor at its expense, and all taxes and other charges in conpense, and all taxes and other charges in con-nection therewith, together with all liability arising out of the construction, operation or maintenance of said facilities shall be the obligation of the Contractor.

(b) Upon termination of the service provisions of this contract, Contractor may, of its own volition, remove any of its New Facilities constructed under and by virtue of this contract; Provided, however, That at any time within fifteen (15) months from the date of termination such facilities so removed will be reinstalled by Contractor without cost to the Government, upon receipt of sixty (60) days written notice from the Government, and provided a new service contract is executed between the parties hereto. This provision shall not give the Government the right to have such facilities reinstalled without cost to the Government in the event the Government "orders" removal as provided under paragraph 2 of this Article.

<sup>&</sup>lt;sup>2</sup> Insert name of Contractor. If a corporation, the name should be followed by "a Corporation organized and existing under the laws of the State of \_\_\_\_\_\_with principal office at \_\_\_\_\_" If other than a corporation, the name should be followed by appropriate descriptive matter; e. g. see § 813.1301.

Insert designation of service involved, that is, either electric, gas, water or sewage.

<sup>\*</sup>Insert negotiated percentage of orcdit. See § 813.1315a, explanatory note (3).

#### ARTICLE II-SERVICE PROVISIONS

1. Service. (a) The Contractor agrees to furnish the service required hereunder at the Project, beginning on \_\_\_\_\_\_ 19\_\_\_\_, and thereafter until further notice, and at the rates and other terms set forth in provision 2 of the Article or attached hereto and, in accordance with Special Provisions numpered 1 to \_\_\_\_\_\_ inclusive, attached hereto and made a part hereof.¹

(b) The Government agrees that the service to be supplied under the terms of this contract shall be used only in connection with activities within the boundaries of the Project as presently located or as such boun-

daries may be extended in the future. 2. Rates.

### ARTICLE III-GENERAL PROVISIONS

1. Convict labor. (Insert § 803.345.)

- 2. Eight-hour law. (Insert § 803.346) with provise at end reading: "Provided further, That this stipulation is only applicable to laborers or mechanics engaged in installation of the facilities provided for in Article I hereof."2
- 3. Officials not to benefit. (Insert § 803.-
- 322).
  4. Disputes. (Insert General Provision 12 of W. D. Contract Form No. 383, § 813.1317a-
- (b).)
  5. Covenant against contingent fees. (Insert § 803.323.)
- 6. Anti-discrimination. (Insert § 803.325.)
  7. Assignment of rights. If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

8. Service regulations. The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the public regulatory body having jurisdiction in said

9. Change of rates... If during the life of this contract the public regulatory body having jurisdiction receives for file in authorized, manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor. hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective. Such revised rate schedule, in sextuplicate, shall be promptly furnished to the Contracting Officer by the Contractor for at-

tachment to this contract.

10. Payments. For and in consideration of the faithful performance of the stipula-

<sup>1</sup> Attach whichever of special provisions A, B, C or D set forth in § 813.1315b (c) through (f) is applicable to the service involved, modi-

fied, when necessary as indicated in Explanatory Note (4) § 813.1345a.

FIf the contract is with any one of the several states of the Union or the political subdivisions thereof, Provision 2-of Article III will be changed to read "Eight-Hour Law— The Contractor agrees to incorporate in any subcontract entered into for furnishing the facilities covered by Article I of this contract the following provision: (here insert the contract provision required by § 803.346)." In this connection see § 809.905-1 (c).

tions of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective cus-tomer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

11. Definitions. (Insert § 813.1301 (w).)
12. Changes. The Contracting Officer may
at any time, with the consent of the Contractor, by a written order, make changes in this contract within the general ccope thereof. If such changes cause an increase or decrease in the amount due under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly.

13. War Powers Act. This contract is au-

thorized by and negotiated under the First War Powers Act and Executive Order 8001.

14. Alterations. The following changes were made in this contract before it was

signed by the parties hereto:
In witness whereof, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA. ,\_\_\_\_\_\_, (Official Title) (Contractor) (Business Address) Witnesses as to signature of Contractor: (Address) ' (Address)

T \_\_\_\_\_\_, certify that I am the \_\_\_\_\_\_ Secretary of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this contract on behalf of the Contractor was then\_\_\_\_ of said corporation; that said contract was duly signed for and on behalf of said corporation by suppositive of the government had corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed

my hand and the seal of said corporation this

had authority to execute the came, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

(Contracting Officer)

#### APPENDIX A

Note: This Appendix should contain a description of the facilities to be provided, including a small map showing their location and route, and small drawings or sketches of the type of facilities involved.

4. Section 813.1315b is amended to read as follows:

§ 813.1315b W D. Contract Form No. -(a) Explanatory notes. The forms set out in this section are available for use by Procuring Agencies for the procurement of electric, gas, water or sewage service (without connection charge) as follows:

(1) Where the estimated annual expenditure under the contract is \$1,000 or less, the form set out in paragraph (b) of this section will be used without any of the Special Provisions contained in the succeeding paragraphs.

(2) Where the estimated annual expenditure under the contract exceeds \$1,000, the form set out in paragraph (b) of this section will be used together with Special Provisions, as follows:

(i) Contracts for Electric Service; Special Provision A.

(ii) Contracts for Gas Service: Special Provision B.

(III) Contracts for Water Service; Special Provision C

(iv) Contracts for Sewage Service: Special Provision D

(b) Contract forms.

Contract No. W \_\_\_

NECOTIATED UTILITY SERVICE CONTRACT (No connection charge—Electric gas water sewage service 1)

(Station or premises to be served	) '(City)
(County)	(State)
Premises are:	•
( ) Government-owned.	
( ) Government-leased:	
Symbol Number of Lease	
Name of Lescor	
Bills will be rendered to	
at	

Payment will be made by Finance Officer. United States Army, at \_

Estimated annual cost hereunder: & This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 8001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (see General Provision 2).

CONTRACTOR'S PROPOSAL

Date At the request of the United States the undersigned offers and agrees to furnish required\_\_\_\_service, beginning on.... and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms cet forth below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbered 1 to \_ includive (if attached and made part

No. 75-3

Delete inapplicable words.

hereof in accordance with the footnote entitled "Special Provisions" 2).

	(Contractor)		
( Bv	(Address)		
Title			
	Authorized to make this proposal		

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this day of \_\_\_\_\_, 194\_.
United States of America, Ву -----Title \_\_\_\_\_Contracting Officer

#### RATES

### [Reverse side of § 803.1315 b (b)]

# GENERAL PROVISIONS

- 1. Service regulations. The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the public regulatory body having jurisdiction in said matters.
- 2. Payments. For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts-customarily applicable to payment of bills by all customers of the Contractor.
- 3. Changes of rates. If during the life of this contract the public regulatory body having jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective. Such revised rate schedule, in sextuplicate, shall be promptly furnished to the Contracting Office by the Contractor for attachment to this contract.
- 4. Contractor's equipment. The Government shall provide, free of cost, suitable lo-cations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all li-ability arising out of the negligence of the Contractor in the construction, operation or

maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contfact, provided termination is not due to fault of the Contractor.

5. Officials not to benefit. (Insert § 803.322.) 6. Convict labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. Covenant against contingent fees. (In-

sert § 803.323.)

8, Anti-discrimination. (Insert § 803.325.)
9. Assignment of rights. If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. Definitions. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized repre-

SPECIAL PROVISIONS A. ELECTRIC SERVICE

Attached to and made part of Contract No.

U\_\_\_\_\_\_

1. Estimated service requirements. Estimated maximum demand.....kw. Estimated annual consumption\_\_\_\_kwh.

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)
2. Point of delivery. The point of delivery

of service shall be\_\_

3. Description of electric service. Contrac-

3. Description of electric service. Contractor will supply \_\_\_\_\_\_\_phase, \_\_\_\_\_\_wire, \_\_\_\_\_\_vote, alternating current at \_\_\_\_\_\_votts.

4. Metering and billing. Service will be measured at \_\_\_\_\_\_votts by \_\_\_\_\_\_watthour meter(s) and \_\_\_\_\_\_demand meter(s), to be furnished, installed, maintained, collibrated and root by the Contractor of the collibrated and root of t tained, calibrated and read by the Contrac-The readings of the meters will be:

Billed separately.1

Combined for billing purposes.<sup>1</sup>
5. Termination. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.

6. Approval. If the estimated maximum demand stated in paragraph 1 above is 1000 KW or more, this contract shall be subject to the approval of the War Department Power Procurement Officer and shall not be binding until so approved.

(a) Unless the provi-7. Renegotiation. sions of subparagraph (b) of this paragraph 7 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by sub-section (b) of the Renegotiation Act as amended by section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said sub-section (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said sub-section (b) either the provisions of this Article or the provisions required by said sub-section (b).

(b) This contract shall be exempt from statutory renegotiation if (1) the contractor hereunder is a department, bureau, agency

or governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof; cr (2) made with a public utility for the delivery of electric power of less than 1000 kilowatts of contractual demand except that if the actual demand was 1000 kilowatts or more at any time during any particular fiscal year, amounts received or accrued under this contract for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this sub-paragraph (b)

8. Disputes. (Insert General Provision 12 of W. D. Contract Form No. 383, § 813.1317a

9. Alterations and additions.

SPECIAL PROVISIONS B: GAS SERVICE

Attached to and made part of Contract No.

1. Estimated service requirements.

Estimated maximum demand: MCF per hour.
Estimated annual consumption:

MCF

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. Point of delivery. The point of delivery of gas shall be

3. Quality of gas. The Contractor will supply commercially clean and dry gas with a heat content at 14.7 pounds per square inch absolute and 60 degrees Fahrenheit of not less than \_\_\_\_\_ British thermal units per cubic foot. Deduction for failure to provide gas at the agreed heat value shall be made as follows: One per cent net of the average price per 1000 cubic feet of gas for each one per cent below the agreed heat value.

4. Unit of measure. A "cubic foot of gas", for the purpose of this contract, is the amount of gas necessary to fill a cubic foot of space when the gas is at a base pressure of ... ounces per square inch above atmospheric pressure and at a base temperature of 60 degrees Fahrenheit, and the gas volumes shall be computed into such units. It is agreed that the gas shall be assumed to obey Boyle's law and no correction shall be made for any variation from this law; that the atmospheric pressure is \_\_\_\_\_ pounds per square inch; and that the flowing tem-perature is 60 degrees Fahrenheit.

5. Metering and billing. Gas will be measured by \_\_\_\_\_ meters to be fur-(number and type)

nished, installed, maintained, calibrated and read by the Contractor. The readings of the meters will be: Billed separately.

Combined for billing purposes,1

When orifice meters are used to measure gas furnished hereunder, such meters shall be of standard manufacture and shall be installed and operated in accordance with the manufacturer's specifications and recom-mendations. Computations of gas deliveries shall be made in accordance with the manufacturer's recommendations and shall be corrected for the specific gravity of the gas, which shall be determined by spot specificgravity tests made monthly or at more frequent intervals if required, or by a recording gravitometer.

Upon request of the Contracting Officer or his representative, the Contractor will submit to the Government records and charts from its metering equipment, together with calculations therefrom, for the Government's inspection and verification, subject to return by the Government within ten days after receipt thereof, after which return the charts and records shall be kept on file by the Contractor for the mutual use of both parties for such period and to such extent as may be required by law.

<sup>&</sup>lt;sup>2</sup> Special provisions. When the estimated annual expenditure under this contract is more than \$1000, Special Provisions A (Electric Service), B (Gas Service), C (Water Service), or D (Sewage Service) shall be attached and made part hereof.

<sup>&</sup>lt;sup>2</sup>Delete inapplicable language.

6. Pressure. 1 Contractor will maintatin at the point of delivery a regulated pressure within ten per cent of the pressure requested by the Contracting Officer but shall not be required to maintain more than \_\_\_ pounds or less-than \_\_\_\_\_ pounds per square inch gauge.

1 Contractor will supply gas from its low pressure distribution system at a pressure between \_\_\_\_\_ and \_\_\_ per square incn gauge.

7. Termination. Notice of intention to terminate shall be at the option of the Government and shall be given by the Contracting Officer not less than thirty days in advance of the effective date of termination.

8. Benegotiation. (a) Unless the provisions of subparagraph (b) of this paragraph 8 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by section 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions required by said subsection (b).

(b) This contract shall be exempt from

statutory renegotiation if:

(1) The Contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or State, or any agency thereof, or any foreign Government or agency thereof;

(2) The gas to be supplied hereunder is the product of a gas well which has not been processed, refined, or treated beyond the first form or state suitable for industrial use: or

- (3) Made with a public utility for the delivery of gas, except that if the amounts received or accrued hereunder during any particular fiscal year were \$50,000 or more, amounts received or accrued hereunder for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subparagraph (b) (3). (If such fiscal year is a fractional part of twelve months, the \$50,000 amount shall be reduced to the same fractional part thereof for the purposes hereof.)
- 9: Disputes. (Insert General Provision 12 of W. D. Contract Form No. 383, § 813.1317a (b).)
  - 10. Alterations, and additions.

SPECIAL PROVISIONS C: WATER SERVICE

Attached to and made part of Contract No.

- 1. Estimated service requirements. Estimated daily maximum demand: \_\_\_\_\_ Estimated annual consumption: \_ (The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)
- 2. Point of delivery. The point of delivery

of water shall be \_\_\_

- 3. Description of water service. The Contractor shall have \_\_\_\_\_ gallons per minute of water continuously available at the point of delivery at a pressure of not less than \_\_\_ \_\_\_\_ pounds per square inch gauge.
- 4. Quality of water. The Contractor will supply-clear, potable water safe for human consumption in accordance with standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

5. Metering and billing. 'Water will be measured by . meters owned. (number and size)

calibrated and maintained by The readings of the meters will be: Billed separately.

Combined for billing purposes.

6. Termination. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in ad-

vance of the effective date of termination. 7. Renegotiation. (a) Unless the provisions of subparagraph (b) of this paragraph 7 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by cection 701 of the Revenue Act of 1943 (Public Law No. 235, 78th Congress, enacted February 25, 1944); and (2) in compliance with raid subsection (b) of the Renegotiation Act. the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Article or the provisions re-

quired by said subsection (b).
(b) This contract shall be exempt from

statutory renegotiation it:
(1) The contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or state, or any agency thereof, or any foreign Government or agency thereof;

(2) Made with a public utility for the furnishing of water, except that if the amounts received or accrued hereunder during any particular fiscal year were \$10,000 or more, amounts received or acrued hereunder for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subparagraph (b) (2). (If such fiscal year is a fractional part of twelvo months, the \$10,000 amount shall be reduced to the same fractional part thereof for the purposes hereof.)

8. Disputes. (Insert General Provision 12 of W. D. Contract Form No. 383, § 813.1317a

(b).)
9. Alterations and additions.

SPECIAL PROVISIONS D: SEWAGE

Attached to and made part of Contract

1. Estimated service requirements.

Estimated annual volume \_\_\_\_\_\_(The Government is in no way obligated deliver nor is it restricted to the above

estimated requirements.)

- 2. Service to be rendered. Contractor shall furnish a sanitary sewer connection and canitary sewerage service as required by the Government and shall receive, carry, treat and dispose of all sanitary cewage originating at the project in such amounts as the Government desires to release into Contractor's cower system and in a manner and by such means as will constitute no hazard to the public health. Contractor chall operate its sewage disposal and treatment facilities in conformity with applicable laws, rules, and regula-tions promulgated by State and Federal governmental authorities.
- 3. Point of delivery. The sawage shall be delivered to Contractor by the Government at
- 4. Termination. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.
- 5. Renegotiation. (a) Unless the provisions of subparagraph (b) of this paragraph 5 are applicable to this contract, (1) this contract shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by section 701 of the Revenue Act of 1943 (Public Law No.

235, 78th Congress, enacted February 25, 235, 78th Congress, enacted reorgary 25, 1844); and (2) in compliance with said subcection (b) of the Renegotiation Act, the
Contractor shall insert in the subcontracts
specified in said subsection (b) either the
provisions, of this Article or the provisions required by said subsection (b).

(b) This contract shall be exempt from statutory renegotiation if:

(1) The contractor hereunder is a department, bureau, agency or governmental corporation of the United States, or any Territory, possession or state, or any agency thereof, or any foreign Government or agency thereof; or

(2) Made with a public utility for the removal of sewage, except that if the amounts received or accrued hereunder during any particular fiscal year we's \$10,000 or more, amounts received or accrued hereunder for such fiscal year shall not be exempt from renegotiation by reason of anything contained in this subparagraph (b) (2). (If such fiscal year is a fractional part of twelve months, the \$10,000 amount shall be reduced

to the same fractional part thereof for the purposes hereof.)
6. Disputes. (Insert General Provision 12 of W. D. Contract Form No. 333, § 813.1317a

(b)).
7. Alterations and additions.

- 5. In § 813.1317c (b) paragraph 4 is . amended to read as follows:
- § 813.1317c W. D. Contract Form No. 47 (W D. Forms Nos. 47 and 47-a) Short Form, Revised April 1, 1944. \* \* (b) Contract form.
- 4. Notice of shipments.—(Insert § 803.328). Note: Certain outstanding printed forms contain an earlier form of Notice of Shipments article which is authorized for use on such forms co long as the stock lasts.
- 6. In § 813.1329 paragraphs (e) and (f) of Article 1 and the introductory paragraph of Article & are amended to read as follows:

§ 813.1329 W D. Contract Form No. 29.

Amucle 1. Definitions. \* \* \* (e) "Period of this contract" means the period of time beginning the \_\_\_\_ day of ., 19\_\_\_\_ [insert date as of which the royalty adjustment is to take effect] and ording when the head of any department or agency of the Government gives notice un-der the Act that the reduced royalties specifled in this contract are believed to be unreasonable or excessive, but in any event ending six months after the termination of all wars in which the United States are now engaged:

(f) "Subject royalties" means royalties at the rates or in the amounts specified in said license, and in any other license heretofore granted by . accrued and hereafter accruing in respect to the practice of said inventions during the period of this contract, which said royalties are charged or chargeable directly or in-

ARTICLE 8. Successors and assigns. This contract shall be binding upon the parties, their successors and assigns, and shall not be affected in the event that any provision of the act or the application thereof to any per-

directly to the Government; and

7. In § 813.1330, the introductory paragraph of Article 1 is amended to read as follows:

con or circumstances is held invalid.

§ 813.1330 W D. Contract Form No. 30 (Paid-up Release License).

<sup>&</sup>lt;sup>1</sup>Delete inapplicable language.

ARTICLE 1. License. (See- § 811.1115 (q)

(1).) Contractor agrees to and does hereby grant and convey to the Government, an irrevocable, non-exclusive, non-transferable and paid-up license under the following patent(s) '(and application(s) 'for patent) to practice and cause to be practiced for the Government, any and all of the inventions thereof in the manufacture, use and dispo-sition of any article or material, and in the use of any method, in accordance with law:

U.S. Patent No. Date Serial No. Filing

[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunderl

8. In § 813.1331, paragraph (d) is added to Alternates A and B of Article 2, as follows:

§ 813.1331 W D. Contract Form No. 31 (Release and License, running royalty basis)

# ARTICLE 2. Royalties. \* \* [ALTERNATE A]

(d) Each department and agency of the Government other than the War Department shall have the right to adopt this license at any time by sending written notice of such adoption to the Contractor and to the [Chief of Technical Service] and royalties which accrue by practice by or for such department or agency of the inventions licensed herein shall be included in the reports and payments made under paragraphs. (b) and (c) above, such royalties to be at the rate specified in paragraph (b) above and to be included in computing the Government's total half-yearly obligation as set forth in para-graph (c) above.

#### [ALTERNATE B]

- (d) Each department and agency of the Government other than the War Department shall have the right to adopt this license at any time by sending written notice of such adoption to the Contractor and to the [Chief of Technical Servicel and royalties which accrue by practice by or for such department or cgency of the inventions licensed herein shall be included in the reports and payments made under paragraphs (b) and (c) above, such royalties to be at the rate specified in paragraph (b) above and to be included in computing the Government's total halfyearly obligation as set forth in paragraph (c) above.
- 9. In § 813.1334, the introductory paragraph of Article 1 is amended to read as follows:
- § 813.1334 W D. Contract Form No. 34 (Royalty-Free Release and License Involving No Money Payment)

ARTICLE 1. License. \* \* \*

[Without limiting any rights which the Government may have obtained by virtue of prior contracts or by operation of law or otherwise,] Contractor agrees to and does hereby grant and convey to the Government, as represented by the Secretary of War, an irrevocable, non-exclusive, non-transferable and royalty-free license under the following patent(s) [and application(s) for patent] to practice and cause to be practiced for the Government any and all of the inventions thereof in the manufacture, use and disposition of any article or material, and in the use of any method, in accordance with law:

Application Filing Serial No. U.S. Patent No. Date

Itogether with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunderl.

# Subchapter B-Disposal of Property [Procurement Reg. 7]

#### PART 821-GENERAL

1. In § 821.101, the next to last sentence is amended to read as follows:

§ 821.101 Subjects not covered. \* \* It does not relate to the redistribution or disposition of any property located outside of the continental limits of the United States, nor to dispositions to foreign governments.

2. Paragraph (d) of § 821.105 is added as follows:

§ 821.105 Establishment of disposal boards. . \*

(d) Disposal boards are not authorized to waive or to modify the price policies of the Surplus War Property Administration relating to the disposition of property made under this regu--lation, and will not approve sales which are not in conformity with the price policies.

PART 823-DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO PROSE-CUTION OF WAR

1. Section 823.301-2 is amended to read as follows:

§ 823.301-2 Sale of equipment to contractors in possession. (a) The chiefs of the technical services are authorized to make contracts for the sale of and to sell to a contractor any equipment of the following types (except equipment suitable solely for production of military items which is required to be held for war reserve under the provisions of § 826.611 (c)) which is owned by the Government and in the possession of the contractor under existing lease or similar arrangement (such as the article appearing in § 803.332) with the War Department, or a sublease under such a lease or arrangement with the War Department:

Metal working machinery. Cleaning and spraying equipment. Compressors and vacuum pumps. Industrial pumps, Industrial conveying machinery. Engines and turbines, general purpose. Heat exchangers. Optical machinery. Industrial cranes and hoists. Thermal driers and dehydrators. Fans, blowers and exhausters industrial types. Pressure and vacuum filters. Pressure vessels (other than boilers).

electric motor controls. Power conversion equipment. Foundry equipment.

Machine tools.

Heat treating equipment.
Welding and cutting equipment, industrial

Crushing, pulverizing, screening and mixing equipment and machinery, industrial types. Special industry machinery (specialized machinery for food products, pulp and paper, printing trades, rubber working, petroleum,

ceramics, glass, shoemaking, textile, tanning, pharmaceutical, chemical and other special industries). Industrial trucks and tractors. Materials handling and storing accessories.

Laboratory equipment. Shop furniture. Surface plates. Woodworking equipment.

Portable power tools.

Where the equipment is held by a sublease, it may be necessary to secure an appropriate release or waiver of the rights of the lessee prior to making the sale to the sublessee.

(b) Each sale made under this section will be evidenced by a written contract of sale reciting that it is entered into under the First War Powers Act, Executive Order No. 9001, and Public Law 703, 76th Congress, as extended. It is found and determined that such sales will facilitate the prosecution of the war, and reduce the Government's expenditures on production facilities.

(c) In order to assure the continued availability of the equipment for war production as required, each contract of sale made under this section will contain a provision substantially as follows:

ARTICLE .... The Buyer agrees that, in the event any of the equipment sold hereunder ceases to be used for war production purposes prior to the cessation of hostilities while in possession of the Buyer, the Buyer will, upon request of the War Department, make the equipment available for further war produc-tion use upon terms to be agreed upon be-tween the War Department and the Buyer. The War Department agrees that it will make such request only in the event suitable equipment is not available from idle or surplus stocks in the hands of the War Department or a surplus disposal agency of the Government.

(d) This section does not authorize sale of any equipment that has been reported to a Disposal Agency as surplus.

(e) The policy set forth in this section has been approved by the Surplus War Property Administration.

(f) Any sale of equipment under this section will be made only with the approval of the headquarters of the technical service concerned.

2. In § 823.301-3, paragraphs (a) and (b) and the undesignated paragraph at the end are amended to read as follows:

§ 823.301-3 Pricing policy. (a) Sales under § 823.301-1 of all property other than used equipment of the types listed in § 823.301-2, and sales of all property under § 823.301-5, will be made at prices that are fair and reasonable, having due regard for the circumstances of the sale and the nature, condition, quantity and location of the property.

(b) Sales under §§ 823.301-1 and 823.301-2 of used equipment of the types Electric motors, integral horsepower, and clisted in § 823.301-2 will be made at prices determined in accordance with the provisions of Surplus War Property Administration Regulation No. 3, set forth below, which prices are deemed to be fair and reasonable. However, if higher offers are received they may be accepted. Although Regulation No. 3 by its terms applied to standard general-purpose machine tools, it will be applied also to the other types of equipment listed in § 823.301–2, in accordance with the recommendation of the Surplus War Property Administration. The pertinent provisions of Surplus War Property Administration Regulation No. 3, August 9, 1944, are as follows:

The percentages shown under Column B of the schedule set forth in subparagraph (c) will be applied in determining the price of equipment sold to contractors in possession under § 823.301-2, and such equipment will be sold f. o. b. location at time of sale.

3. Paragraph (a) of § 823.301-4 is amended to read as follows:

sale. § 823.301-4 Review (a) Sales made under § 823.301, other than sales of equipment at prices determined in accordance with § 823.301-3 (b) and sales made to a cost-plus-a-fixed-fee contractor for the account of the Government, will be subject to prior review and approval of a Disposal Board, established in accordance with § 821.105 in all cases where the cost (estimated if not known) of the property to be disposed of m the sale (1) exceeds \$100,000 and it is proposed to sell below such cost, less freight and handling charges, or.(2) exceeds \$10,000 and it is proposed to sell at more than 25 per cent below such cost, less freight and handling charges. For purposes of determining whether or not a sale shall be submitted for the review and approval of a Disposal Board, sales of a single item and simultaneously negotiated sales of different items to a single buyer or of the same item to several buyers shall be considered a single sale.

4. Section 823.301-5, is added as follows:

§ 823.301-5 Sale of tooling and production accessories. (a) The chiefs of the technical services are authorized to make contracts for the sale of and to sell to a contractor any tooling and production accessories, owned by the Government and in the possession of the contractor under existing lease, government-owned facilities article (§ 803.332), or similar arrangement with the War Department, or under a sublease under such a lease or arrangement.

(b) Each sale made under this section will be evidenced by a written contract of sale reciting that it is entered into under the First War Powers Act, Executive Order No. 9001, and Public Law 703, 76th Congress, as extended. It is found and determined that such sales will facilitate the prosecution of the war and reduce the Government's expenditures

on production facilities.

(c) Each contract of sale made under this section will reserve an option to the Government to repurchase such tooling and production accessories, or such part thereof, as it may require, within a specified period of time after the completion or 'termination of the contractor's war contracts; *Provided*, That such option need not be reserved in respect of accessories such as wrenches, screwdrivers, oil-and-grease-cans, tool holders, lamps, lubricants, and similar items of small value.

5. Section 823.303 is amended and §§ 823.303-1 through 823.303-3 are added as follows:

§ 823.303 Other sales in aid of war production.

§ 823.303-1 Aircraft and related property. The Commanding General, Army Air Forces, is authorized to effect sales of aircraft and related property whenever it is determined by him that such sales are incident to war production or to the rendition of services which facilitate war production; Provided, That such sales are made in accordance with allocations or assignments of the Munitions Assignment Board or the Joint Munitions Allocations Committee or its subcommittee, Joint Allocation (Air)

§ 823.303-2 Other property. The chiefs of technical services are authorized to effect sales other than those authorized by §§ 823.301, 823.302 or 823.303-1, whenever it is determined by them that such sales are incident to war production or to the rendition of services which facilitate war production; Provided, That such determination is approved by the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 823.303–3 Pricing policy and review. When a determination and allocation have been made pursuant to § 823.303–1 or a determination has been made and approved pursuant to § 823.303–2, the sale will be made in accordance with the pricing policy established by § 823.301–3 and will be subject to prior review and approval by a disposal board, in the same manner and in the same situations as required in the case of sales made under § 823.301 by the provisions of § 823.301–4.

6. Section 823,316 is amended to read as follows and § 823,316-1 is deleted as follows:

§ 823.316 Donations to schools engaged in pre-induction or aeronautical industrial training. Under the authority conferred upon the Secretary of War by the act of May 26, 1928 (45 Stat. 753, 20 U.S.C. 94) and the act of February 28, 1936 (49 Stat. 1147, 10 U.S.C. 1258), the chiefs of the technical services have been authorized to donate property of the classes specified in paragraph (d) to educational institutions under the following conditions:

(a) To be eligible for donations, an institution must:

(1) Be operated by a State or political subdivision thereof, or must be certified by a State department of education, State board for vocational education, or a similar State authority responsible for the supervision of education, to be an institution not operated for profit and having a standard curriculum in the fields for which it offers training;

(2) Provide a regular course of instruction which will require the use of

the property;

(3) Use the property in a pre-induction training program recommended by the Director of Military Training, Army Service Forces or an aeronautical industrial training program recommended by the Assistant Chief, Air Staff, Personnel, Headquarters, Army Air Forces; and

(4) Provide adequate facilities to maintain the property.

(b) Requests for the donation of pronerty to educational institutions will be forwarded, in the case of property to be used in pre-induction training, to the commanding general of the service command in which the institution is located (attention: Pre-Induction Training Officer) and, in the case of property to be used in aeronautical industrial training, to the commanding general of the area air technical service command in which the institution is located. The commanding general of the service command or the area air technical service command may approve the request if he determines that:

 All efforts to supply the property from salvage have been exhausted;

(2) The request is reasonable and proper in view of the training to be given; and

- (3) The institution meets the standards set forth in paragraph (a) above.

(c) If the commanding general of the service command or the area air technical service command approves the request, he shall prepare the specific findings required by paragraph (b) above and shall forward them, together with his recommendation, to the chief of the technical service having control of the property to be donated (attention: Redistribution and Salvage Officer) when such property is to be donated by the Army Service Forces, and to the Director, Air Technical Service Command, Wright Field, Ohio, when such property is to be donated by the Army Air Forces. The chief of the technical service or the Director, Air Technical Service Command, if the request is approved by him, will direct the appropriate installations to ship the property to the educational institution concerned and will include in such direction a citation of this paragraph.

(d) The following property may be donated under the authority of this paragraph:

 Obsolete or excess machinery, mechanical equipment and tools;

(2) Aircraft, aircraft parts, instruments or engines which are obsolete or impaired to the extent that repair would not be economical.

However, under no circumstances will any donation be made which will result in current procurement to replace the property donated, nor will property be considered available for donation after it has been reported as surplus to a Disposal Agency. Aircraft, aircraft parts, instruments or engines will be donated only upon the execution of an agreement by the donee that the property donated will not be used in actual flying.

(e) No property will be shipped until receipt of payment by the donee of all expenses necessary for packing, handling and delivery to the carrier. Property shipped by carrier will be on commercial bill of lading with transportation charges collect. Copies of shipping documents listing the property supported by shipping directions described in paragraph (c) above will constitute valid credit vouchers to the property accounts. No further accounting for the property will

be required. Two lists of the property donated will be forwarded to the-commanding general of the service command or the area air technical service command who recommended the conation.

- § 823.316-1 Donations to schools engaged in aeronautical industrial training. [Revoked]
- 7. Section 823.318 is amended to read as follows:

§ 3823.318 Miscellaneous sales under specific statutes and Army regulations. The chiefs of the technical services are authorized to sell or otherwise dispose of any property which is not determined to be surplus pursuant to this regulation, in accordance with the provisions of AR 45-75, AR 45-80, AR 30-2280, AR 30-2290, AR 500-60, and AR 850-100. Property determined to be surplus will be disposed of only in accordance with this regulation.

### Part 824—Disposition of Non-Repairable PROPERTY

Section 824.403 is amended to read as follows:

§ 824.403 Sale of non-repairable property by or to contractors. Any non-military property in the possession of a costplus-a-fixed-fee or fixed price contractor, which has been classified as non-repairable pursuant to § 824.401, may be sold by the contracting officer to the con-tractor or retained or sold by the contractor with the approval of the contracting officer.

PART 826-DISPOSITION OF SERVICEABLE NON-MILITARY PROPERTY OTHER THAN TERMINATION INVENTORY

#### SUBPART A-PRODUCTION EQUIPMENT AND UTILITY EQUIPMENT

In the list under § 826.610-1, the item "Pressure vessels (other than boilers)" is amended to read "Power boilers and pressure vessels," and the following items are added after "Heat treating equipment".

Packaging machinery. Industrial scales and weighing equipment. Industrial laboratory equipment.

Industrial trucks, tractors, trailers and

#### SUBPART B-CONSTRUCTION EQUIPMENT

In § 826.624, the fourth sentence is amended to read as follows:

§ 826.624 Storage of surplus part 2 property. \* \* \* All costs of packing, handling and transportation will be borne by the technical service requesting

#### PART 827-DISPOSAL OF SURPLUS , PROPERTY

- 1. In the list under paragraph (b) of § 827.702-2 a new item "26" is added as follows:
- Only items originally in classes which are reportable to Reconstruction Fi-nance Corporation in accordance with § 829.904.
- 2. In § 827.702-5, paragraph (a) is amended to read as follows:

- § 827.702-5 Non-military property-(a) Part 1 property (Production and utility equipment) and Part 4 property (Controlled Materials) Part 1 property (other than industrial trucks, tractors, trailers and stackers) and Part 4 property will be reported to the Regional Office of Reconstruction Finance Corporation for the region in which the property is located. Industrial trucks, tractors, trailers and stackers will be reported to the Regional Office of Pro-curement Division, Treasury Department, for the region in which the property is located.
- 3. In the list under § 827.702-5 (b) the items "Industrial trucks, tractors, trailers, stackers and accessories" and "Power boilers" are deleted.
  4. Section 827.709 is amended to read
- as follows:

§ 827.709 Fiscal procedures. The War Department will not be reimbursed for surplus property delivered to or upon the direction of a disposal agency. Where, at the direction of a disposal agency, surplus property is delivered to a disposal agency, other Government agency, or buyer, an authenticated copy of the delivery order received from the disposal agency together with the receipt of the common carrier or transportation agency will constitute a valid credit voucher to the property account for the material so delivered; or, in those cases where bills of lading are not prepared in sufficient quantity to provide the property officer with a memorandum copy bearing receipt of the carrier, or transportation agency, the authenticated copy of the delivery order from the disposal agency may be cross referenced to receipt of common carrier or transportation agency on file at the station. In the case of direct delivery to the buyer, his written acknowledgment of receipt on the delivery order will constitute a valid credit voucher to the property account for the material so delivered. Whenever the delivery order is not complete in detail as to quantity and nomenclature of the items ordered to be delivered, a shipping document will be originated and a copy filed in support of the delivery order.

#### APPENDIX

In § 829.910-1, paragraphs (I-2) (a) (I-3) (c) (II-10) (II-11) and (II-17-II-22) aré amended to read as follows:

§ 829.910-1 Instructions as to monthly report of redistribution and disposal of excess and surplus serviceable property. \* \*

1-2 \* \* \*

(a) Military property to be reported will consist of all excess and surplus property except salvage, including all items in excess of the disposal level, and all other items processed as excess and surplus. In Army Service Forces, the chiefs of technical services are responsible for complete reporting of all technical service excess and surplus military property regardless of the echelon where physically stored, except for such property as to which authority to redistribute and declare surplus has been delegated to the commanding generals of service commands (ASF Circular No. 407, 1944).

(c) The cost of excess or surplus property previously included on Lines 1 or 2 which was abandoned or transferred to salvage of-ficers for disposal. This will include residual costs of assemblies from which parts have been sold or used, costs of nominal quantities turned over to salvage officers for disposal in accordance with § 827.701, and property abandoned in accordance with § 844.453-3.

11-10 Enter the cost of excess property sold to contractors and the selling price received, including sales made under the provisions of §§ 823.301, 823.317 and 824.403 and sales of Government-owned termination inventory and other Government-owned property in the hands of fixed price war contractors which are handled in accordance with § 844.400-2.

II-11 Enter the cost of excess property sold or retained by cost-plus-a-fixed-fee contrac-tors and the selling price received, including sales made under the provisions of §§ 823.306 and 824.403, and sales to cost-plus-a-fixed-fee contractors of Government-owned termination inventory and other Government-owned property in the hands of cost-plus-a-fixed-fee war contractors which are handled in accordance with § 844.400-2.

III-17 through 22—Disposal agencies summary. (a) Enter in Column (a) the cost of surplus property reported to disposal agencies in previous months but not shipped to them or on their order at the first of the reporting month. This figure must agree with the corresponding entry in Column (e) of the preceding month's report.

(b) Enter in Column (b) the cost of surplus property reported to disposal agencies during the month on report form SWPA-1

(§ 827:703).

(c) Enter in Column (c) the cost of surplus property withdrawn from disposal agencies (§ 827.706) during the month by issuance of withdrawal reports when withdrawals take place prior to shipment to or on order of the disposal agencies. Withdrawals for the pur-pose of reacquiring surplus property from disposal agencies after shipment to them or on their order will not be recorded.

(d) Enter in Column (d) the cost of surplus property transferred to or on the order of disposal agencies during the month as evidenced by instructions (§ 827.708).

(e) Enter in Column (e) the cost of surplus

property reported to disposal agencies but not transferred to them or on their order at the end of the month. Column (e) repre-sents the cost of all property reported to dis-posal agencies for which shipping instruc-tions have not yet been received and must equal Columns (a) plus (b) minus (c) minus (d). Failure to effect this balance, due to errors, on previous reports, will be adjusted in Column (b) and explained in the space provided for remarks or on an attached sheet,

(f) If accountability is transferred to an-other service after it has been included in Column (b), such transfers will be treated as a withdrawal in Column (c) in the month in which the transfer is made. The service picking up accountability will record the addition in Column (b). The amounts of such transfers-out and transfers-in will be noted in the space provided for remarks by both the transferring and receiving service.

(g) Corrections due to reporting to incorrect disposal agencies, including termination inventory reported to Reconstruction Finance Corporation which is transferred to Treasury Department, will be reflected in Column (b) for the correct agency and in Column (c) for the incorrect agency in the month in which the correction is made.

[F. R. Doc. 45-5729; Filed, Apr. 9, 1945; 1:29 p. m.]

TITLE 6-AGRICULTURAL CREDIT Chapter I-Farm Credit Administration [FCA Order 418]

PART 3-FUNCTIONS OF ADMINISTRATIVE **OFFICERS** 

EMERGENCY CROP AND FEED LOAN DIVISION; FUNCTIONS AND AUTHORITY OF DIRECTOR, ASSISTANT DIRECTOR, AND CHIEF OF CRED-ITS AND COLLECTIONS

#### Correction

In Federal Register Document 45-5730, appearing on page 3901 of the issue for Wednesday, April 11, 1945, the signature of the Governor should read "I. W. Duggan."

#### TITLE 29-LABOR

Chapter VI-National War Labor Board

PART 803—GENERAL ORDERS

HOTEL AND RESTAURANT EMPLOYEES IN AT-LANTIC AND CAPE MAY COUNTIES, N. J., AND PATTERN MAKERS IN NORTHERN CALIFORNIA AREA

The National War Labor Board, under paragraph (d) of § 803.4 (General Order No. 4) has approved the following exceptions to the exemption provided for inparagraph (a) of this order:

(53) All hotels and restaurants in Atlantic County and Cape May County, New Jersey.

(Approved, April 2, 1945)
(54) The occupation of pattern maker in. the Northern California Area including Monterey, Kings and Tulare Counties, and all counties northerly to the Oregon-California state boundary, according to the following definition of that occupation: A pattern maker is one who builds wooden pat-terns, core boxes, and match plates according to dimensions shown on blueprints by glueing, nailing, screwing, sawing, planing, sanding, and painting, using hand tools such as saws, planes, chisels, gouges, mallets, etc., and such shop machines as band saw, circular saw, brer, router, lathe planer, drill press, sander and shaper, checks results with calipers, rules, protractors, squares, straightedges, and other measuring instruments, may make sweeps (templates) for making molds by sweep-molding method. (Approved, April

(E.O. 9250, Oct. 2, 1942, 7 F.R. 7871; as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4681, Act of Oct. 2, 1942, C 578, 56 Stat. 765, Pub. Law 729,-77th Cong.)

> THEODORE W. KHEEL, Executive Director

[F. R. Doc. 45-5913; Filed, Apr. 13; 1945; 11:10 a.m.l

### TITLE 32—NATIONAL DEFENSE

Chapter IX-War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 FR. 527; EO. 9125, 7 FR. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010-SUSPENSION ORDERS [Suspension Order S-712, Amdt. 1]

BUZZELL ELECTRIC WORKS

F. W. Buzzell, the owner of a contracting and maintenance firm doing business under the trade name and style of Buzzell Electric Works located at 130-8th Street, San Francisco, California, was suspended on February 14, 1945, by Suspension Order No. S-712. The firm appealed from the provisions of the suspension order and, pending final determination of the appeal, the suspension order was partially stayed by the Chief Compliance Commissioner on February 16, 1945. The Chief Compliance Commissioner on March 24 directed that the stay be revoked and that the suspension order be reinstated and modified. At his direction, the expiration date was fixed at June 21, 1945. Upon investigation, it appears that the suspension order was substantially effective during the period. of the stay, the stay only applying to construction work for the Army, Navy, or any other agency of the government of the United States. The Chief Compliance Commissioner has directed that paragraph (e) of the Reinstatement and Modification of March 24, 1945, be amended.

In view of the foregoing: It is hereby ordered, That: § 1010.712, Reinstatement and Modification of Suspension Order No. S-712, issued March 24, 1945, be and hereby is amended by the substitution of the following paragraph (e) for the present paragraph (e)

(e) This order shall take effect on March 24, 1945, and shall expire on May

14, 1945.

Issued this 12th day of April 1945.

WAR PRODUCTION BOARD. By J. JOSEPH WHELAN, Recording Secretary.

[F. R. Doc. 45-5899; Flied, Apr. 12, 1945; 4:30 p. m.]

# PART 1044-CADMIUM

[General Preference Order M-65, as Amended Apr. 13, 1945]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of cadmium for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national de-

§ 1044.1 General Preference Order M-65—(a) Scope of this order. This order controls deliveries of cadmium from a producer or distributor. No producer or distributor shall deliver cadmium to any person, and no person shall accept delivery of cadmium from any producer or distributor, except as provided in this order. The order also restricts the use which may be made of cadmium, cadmium containing items and cadmium plated products. The permitted uses will be found listed below in paragraphs (d) (e) and (f)

(b) Definitions. For the purposes of this order:

(1) "Cadmium" means all grades of metallic cadmium. oxide, or plating salts produced directly from ores, concentrates or other primary materials, or redistilled or remelted from cadmium scrap or any secondary cadmium-hearing material; or cadmium-bearing materials suitable for the manufacture of pigments.

(2) [Deleted Apr. 13, 1945.]

(3) "Distributor" means any person regularly engaged in the business of buying cadmium and selling the same in forms suitable for general fabrication or electroplating. It also includes laboratory supply houses to the extent they are engaged in buying and selling cadmium in any form to laboratories.

(c) Deliveries of cadmium. Producers and distributors may deliver cadmium, and persons may accept delivery of cadmium from a producer or distributor in

the following cases only:

Note: Text of subparagraph (1) designated subdivision (i); subdivisions (a) to (d), inclusive, formerly (i) to (iv), inclusive, redesignated; subdivision (ii), formerly (v), redesignated Apr. 13, 1945.

(1) Small order delivery. (i) Deliveries of cadmium from a producer or distributor may be made and accepted without the necessity of obtaining any specific allocation from the War Production Board if (a) The delivery in question, combined with all other deliveries of cadmium to the purchaser during that calendar month, from whatever source, will not aggregate more than 100 pounds of contained cadmium; (b) The purchaser has not requested from the War Production Board authorization for that particular month to accept delivery of cadmium in any quantity-see paragraph (c) (5) below (a request to the War Production Board shall be deemed a request within the meaning of this paragraph. regardless of whether it has been granted or denied), (c) The cadmium purchased will be used only as permitted in paragraph (d) of this order and not for resale; (d) The inventory of the purchaser is not, and will not upon acceptance of the delivery become, in excess of a 30-day supply on the basis of his current method and rate of operation.

(ii) A producer or distributor may not make a small order delivery if he has reason to believe that it will be in violation of paragraph (c) (1) (i) and unless the purchaser shall have certified on his order to him as follows:

The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board, that the cadmium covered by this order will be used for purposes permitted in General Preference Order M-65, and that such use is not prohibited by other applicable orders and regulations of the War Production Board, and that the cadmium containing item or cadmium plated product resulting from this cadmium will not be sold or delivered without the certification called for in paragraph (g) of Order M-65 from the purchaser or the percon who will receive delivery.

(2) Deliveries to distributors. Deliveries of cadmium may be made to and

accepted by distributors.

(3) Deliveries to Metals Reserve Company. Deliveries of cadmium may be made to and accepted by Metals Reserve Company for the sole purpose of stockpiling or redistribution.

(4) Deliveries to laboratories. Deliveries of cadmium may be made to and

accepted by laboratories.

- (5) WPB allocation. Other delivliveries of cadmium may be made only on specific allocation of the War Production Board and in accordance with an allocation certificate issued by the War Production Board on Form WPB-945. Deliveries so specifically allocated shall take precedence over any preference rating which may be assigned to deliveries on other contract or orders. Allocation certificates will be issued on or about the first of each month for this purpose. An allocation certificate will authorize the holder to accept from a producer or distributor deliveries of specified amounts of cadmium shipped during the month for which the certificate is assued. The producer or distributor may ship on notification from the purchaser of the date and serial number of the allocation certificate. Any person wishing to apply for an allocation certificate should file an application on Form WPB-945 not later than the fifteenth day of the month preceding the month in which the authorization to purchase is desired.
- (d) Restrictions on the use of cadmium. No person may use in any fashion any cadmium except to produce the cadmium containing items listed in paragraph (e) or to produce an electroplated coating on the products listed in paragraph (f) and then only to the extent necessary to meet applicable specifications or for the proper service performance of the end product, and to maintain a thirty-day supply of the cadmium containing item or cadmium plated product on the basis of current rate of delivery for permitted uses. A person may, however, use cadmium in laboratories for research, control, analysis, assaying or educational work.
- (e) Restrictions on the use of cadmium containing items. No person may use in any fashion any cadmium containing item except those listed in subparagraphs (1) through (15) and then only for the purposes and subject to the qualifications set forth in said subparagraphs (1) through (15)
  - (1) Pigments for the following:

Luminescent paint for military uses Luminescent printing ink for military uses Luminescent paper for military uses Luminescent plastic for military uses Signal and illuminating glass ware for

safety, religious, military and industrial uses only

Thermometer tubing Rubber sea buoys Dental rubber Artist's colors

X-ray fluoroscopic screens for medical purposes

Luminescent coatings for cathode ray tubes, except tubes to be used in signs, lighting fixtures or lamps.

- (2) Silver brazing alloys containing no more than 11% by weight of cadmium to be used for military and industrial purposes except that silver brazing alloys containing up to 19% may be manufactured for application specifically required by the Armed Services.
- (3) Copper base alloys containing no more than 1¼% by weight of cadmium for the following:
- (i) Current carrying parts of electrical current interruption devices to the extent that sufficient contact pressure cannot be maintained in service with other less critical materials.

(ii) Parts inside electronic tubes.

- (iii) Resistance welding electrodes.
- (iv) Overhead electrical contact wire in railroad, street car and trolley bus systems.
- (v) Multistrand railroad signal bond wire.
- (vi) Shunt wire leads for motors and generators.
- (vii) Flexible terminals of resistors, condensers and field coils.

(4) Bearings for the following:

- (i) Internal combustion engines for the propulsion of naval vessels when specifically required by the U. S. Navy.
- (ii) In radio and radar equipment.
  (5) Low melting point alloys for the following:
- (i) On dry type rectifier elements.
- (ii) In fire protective systems, safety devices and electrical fuses.
- (iii) Plugs for screwless fasteners in rimless metal spectacles.

(iv) Dental use.

- (6) Low melting point alloys containing no more than 10% by weight of cadmium for the following:
- (i) In plastic fire control instruments for the mounting of optics.
- (ii) Seals between brass and glass parts of liquid high voltage fuses.
- (iii) In the manufacture of inspection gauges.
  - (iv) Bending of thin wall tubes.
- (v) Bending of finished roll-formed and extruded shapes.
- (7) Low melting point alloys containing no more than 6.5% by weight of cadmium for the following:
- (i) Anchorage of punch press dies and bushings in drill jigs.
- (ii) Location of control points and surfaces (except floor grouting) in construction of fixtures.
- (8) Zinc base alloy, containing no more than .5% by weight of cadmium, for rolling.
- (9) Type metal containing no more than .5% by weight of cadmium.
- (10) A lead base alloy containing no more than 3% by weight of cadmium for the coating of copper wire;

Note: Subparagraph (11), (12), (13), (14) and (15) formerly (12), (13), (14), (15) and

- (17), redesignated Apr. 13, 1945. Former subparagraphs (11) and (18) deleted Apr. 13, 1945.
- (11) Items classified as secret, to the extent that certification of engineering necessity issued by the Armed Services has been filed with the first request for allocation for this use on Form WPB-945.

(12) Standard cells.

- (13) Electrolytic testers for storage batteries.
- (14) Cadmium impregnated carbon or cadmium-silver alloys for use as contacts in electric current interruption devices.
  - (15) Cadmium chemicals:
- .(i) For any use other than the manufacture of pigments or (ii) for use in the manufacture of pigments permitted under paragraph (e) (1) The manufacturer of cadmium chemicals may sell them without requiring the certificate called for in paragraph (g) however, he may not sell them if he knows or has reason to know that they will be used in the manufacture of pigments not permitted by paragraph (e) (1)
- (f) Restrictions on the use of cadmium plated products. No person may use in any fashion any cadmium plated product except those listed in subparagraphs (1) through (23) and then only for the purposes and subject to the qualifications set forth in said subparagraphs (1) through (23)
- (1) Functional parts which in service are subjected to frequent and extended periods of alternate immersion in sea water or wet spray of sea water to the extent that other finishes cannot be used for reasons of close tolerance or performance;
- (2) Heddles and pin boards used in textile plants to the extent that corrosive action makes the use of other materials impracticable;
- (3) Ferrous hardware parts in direct contact with fabric or leather when used on the following:

Aircraft parachutes.
Aircraft safety belts.
Aircraft shoulder harnesses.
Aircraft bomb slings.

- (4) Moving parts which require close tolerances for proper functioning and on parts adjacent to such moving parts, to the extent that the tolerances cannot be maintained in service with other finishes because of mechanical or electrical interference by the products of corrosion or wear.
- (5) Electric controllers and switches incorporated into underground mining machinery as required by the safety regulations of the Bureau of Mines,
- (6) The following ferrous parts which in service reach a temperature of 500° F or higher and on parts in contact with such ferrous parts:

- (i) Aircraft parts requiring corrosion protection:
- (ii) Functional parts subject to the combined effect of corrosion and stress.
- (7) Parts which serve to maintain an electrical contact for the suppression or radio interference to the extent that one of the contacted surfaces is aluminum, magnesium or their alloys;
- (8) Electrical contact parts of aircraft ignition harnesses and propeller hubs;
- (9) Parts of electrical equipment to the extent that they, for performance reasons, must be soldered with the use of noncorrosive fluxes and other finishes do not provide required corrosion profession.
- (10) The following parts of electronic equipment when required by the Armed Services, the Maritime Commission and War Shipping Administration:
- (i) Surfaces involved in unsoldered but joints which must remain constant in electrical and radio frequency resistance or both.
- (ii) Surfaces which require good conductivity for radio frequency current.
- (iii) 'Non-ferrous parts in contact with aluminum parts for prevention of electrolytic corrosion.
- (11) Ferrous nuts, bolts, machine screws and washers for use in aircraft except for self-locking nuts designed for application below 250° F.,
- (12) Nuts, bolts, machine screws and studs having threads 3% inch diameter and smaller and/or having sixteen or more threads per inch for use by the United States Navy, Maritime Commission or War Shipping Administration and for use by the United States Army in ship construction.
- (13) Parts subject to frictional contact at least one of which is a moving part, to the extent that other finishes of required thickness and corrosion protective value cause gouging, seizure or binding.
- (14) Parts which in service are subjected to the corrosive action of chlorine except on items which contact chlorine only during laundry operations.
- (15) Parts of items classified as secret, to the extent that certification of engineering necessity issued by the Armed Service has been filed with the first request for Allocation for this use on Form WPB-945.
- (16) High carbon steel springs and on parts which of necessity have been assembled with such springs before the plating operation; to the extent that the springs are subject to both alternating stresses of a magnitude approaching the fatigue limit of the steel and to corrosive influences requiring a high degree of corrosion protection, if the springs fall in one of the following categories:

- (i) Flat springs of a thickness of 3/32 inch or less;
- (ii) Springs made of wire of a diameter of 1/2 inch or less;
- (iii) Valve springs for marine Diesel
  - (iv) Springs for aircraft landing gear.
- which of necessity have been assembled with such springs before the plating operation, to the extent that the springs are subject to corrosive influence requiring a high degree of corrosion protection, if the springs fall in one of the following categories:
- (i) Detent springs of fuses when cadmium is specifically required by the cognizant Armed Service;
- (ii) Spring parts of cowl fasteners for aircraft use;
- (iii) Snap rings of a wire diameter of 1/3 inch or less for military and industrial uses; or
- (iv) Lock washers and lock clips of a thickness of 3/32 inch or less for military and industrial uses.
- (18) Carburetor and magneto parts for aircraft engines.
- (19) External parts of engines for combat aircraft, excluding attachments which are not integral parts of the engine proper, such as clips, clamps, and lugs, and further excluding such parts on which alternative finishes have proven satisfactory in service and newly designed parts performing similar functions.
- (20) Hydraulic fitting coupling sleeves made of copper alloys for use in aircraft.
- (21) Electrical contact parts which touch parts of aluminum, magnesium or their alloys.
  - (22) Torpedo parts.
- (23) Threaded fittings of gray and malleable iron having a nominal size of \( \frac{1}{2}'' \) or less.
- (g) Delivery of cadmium containing items and cadmium plated products. No person may place an order for any cadmium containing item, any cadmium plated product or cadmium plating or accept delivery of any cadmium containing item or any cadmium plated product without executing the certification called for in this paragraph and no person may deliver any cadmium containing item or cadmium plated product except on receipt by him directly or through a dealer from the person who will receive delivery of the cadmium containing item or cadmium plated product of a certification reading as follows:

The undersigned purchaser certifies, subject to the penalties of section 35 (A) of the United States Criminal Code, to the celler and to the War Production Board that the cadmium containing item or the cadmium plated product covered by this order will be used for a purpose or purposes shown in paragraph (e), subparagraph(s) (----), or as permitted by paragraph (f), subparagraph(s)

(----), of General Preference Order 11-65, and that such use is not prohibited by other applicable orders and regulations of the War Production Board.

Nore: Paragraphs (g) to (1), inclusive, formerly (f) to (k), inclusive, redesignated Apr. 13, 1945.

- (h) Appeals. Any person may appeal from the provisions of paragraphs (d)

  (e) and (f) of this order. Only prohibited items should be included in an appeal. Appeals should be made in letter form, in triplicate, and must be filed with the Field Office of the War Production Board for the district in which is located the plant to which the appeal relates, setting forth essentially the following information:
- (1) Period of time, not exceeding six months, for which relief is requested;
- (2) Monthly schedule of the amount of contained cadmium required;
- (3) Description (and for cadmum containing alloys also the alloy composition) function, number, and cadmum requirement of each part or of each group of parts fulfilling related functions:
- (4) Prime contract number, including symbol, if the item on appeal is covered by an Army, Navy, Maritime Commission or War Shipping Administration contract:
- (5) Justification, including the reasons why substitutes are unsatisfactory because of performance, lack of facilities or manpower. An unsupported opinion is seldom sufficient justification.
- (i) Special directions. The War Production Board may, from time to time, issue special directions to any person as to the source, destination, special kinds and amounts of cadmium, to be delivered or acquired.
- (j) Reports. All producers, distributors and consumers of cadmum shall file reports with the War Production Board, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942, at such time and in such manner and form as it may prescribe, showing inventory, production, purchases, sales and consumption and such other information that the War Production Board may require.

(k) Communications. All applications, statements or other communications filed pursuant to this order or concerning the subject matter hereof, other than appeals from the provisions of paragraphs (d) and (e), shall be addressed to: War Production Board, Tin, Lead and Zinc Division WPB Dept. 7512, Washington 25, D. C., Ref.. M-65.

(f) Violations. Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and, upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control, and may be deprived of priorities assistance.

Note: The reporting requirements of this order have been approved by the Bureau of

the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, Recording Secretary.

[F R. Doc. 45-5925; Filed, Apr. 13, 1945; 11:33 a. m.]

PART 3175-REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Revocation of Direction 53]

CONTROLLED MATERIALS PURCHASED FOR MRO IN FOREIGN COUNTRIES

Direction 53, CMP Regulation 1, issued July 1, 1944, is revoked. This revocation does not affect any liabilities incurred under the direction. The substance of the direction is now incorporated into Preference Rating Order P-151 issued April 13, 1945.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD. By J. Joseph Whelan, Recording Secretary.

[F. R. Doc. 45-5927; Filed, Apr. 13, 1945; 11:33 a. m.]

PART 3306—SMALL EXPORT SHIPMENTS [Preference Rating Order P-151]

ASSIGNMENT OF ALLOTMENT SYMBOL AND RATINGS TO EXPORTERS FOR CERTAIN SMALL ORDERS FOR MRO MATERIALS

§ 3306.1 Preference Rating Order P-151-(a) Purpose of this order. The purpose of this order is to assign an allotment symbol and ratings to exporters for use on certain small orders for material to be exported for use as maintenance, repair and operating supplies. In addition to assigning a rating to get materials other than controlled materials, this order also incorporates the provisions regarding controlled materials which formerly appeared in Direction 53 to CMP Regulation 1.

(b) Definitions. The terms "Mainte-nance" "Repair" and "Operating Supplies" (MRO) have the following mean-

ings in this order:

(1) "Maintenance" means the minimum upkeep necessary to continue a facility in sound working condition, and "repair" means the restoration of a facility to sound working condition when the same has been rendered unsafe or unfit for service by wear and tear, damage, failure of parts or the like: Provided. That neither maintenance nor repair shall include the improvement of any plant, facility or equipment, by replacing material which is still usable, with material of a better kind, quality or design.

(2) "Operating supplies" means any materials or products which are normally carried by a person-as operating supplies according to established -accounting practice and are not included in his finished product, except that materials included in such product which are normally chargeable to operating expense may be treated as operating supplies. The term also includes such items as hand tools purchased by an employer

for sale to his employees for use in his business, in those cases where they would constitute operating supplies under established accounting practice if issued to employees without charge.

These terms do not include any capital additions or production materials.

#### Provisions Relating to Controlled Materials

(c) Use of allotment symbol for certain shipments. An exporter may use the allotment symbol E\_2 to get controlled materials for export shipment, but only in accordance with all of the following limitations:

(1) The symbol may only be used to get material for shipment under a general license pursuant to the regulations of the Foreign Economic Administration.

(2) The symbol may not be used to get more than the following amounts of controlled material for each single consignee in each calendar quarter. (Separate orders may be placed for material destined for one consignee, but the total of all such orders in a calendar quarter for each consignee may not exceed the following amounts)

Carbon steel (including

wrought iron) 3 tons Alloy steel\_\_\_\_ \_\_\_ 1, 200 pounds Copper and copper base alloy\_\_ 300 pounds Aluminum \_\_, 500 pounds

- (3) The symbol may be used only if the exporter knows or reasonably believes that the material will be used by the consignee for maintenance, repair or operating supplies, or will be resold by the consignee to a specifically identified customer who will use the material for maintenance, repair or operating sup-
- (d) How to use the allotment symbol. The exporter may get controlled materials, as explained in paragraph (c) by placing on his purchase order the allotment symbol E-2 and the certification prescribed in Priorities Regulation 7. Such an order is an authorized controlled material order for the purpose of all CMP Regulations.

### Provisions Relating to Materials Other Than Controlled Materials

(e) Use of ratings for certain shipments. An exporter may use the appropriate rating, as determined under paragraph (f) to get materials other than controlled materials for export shipment, but only in accordance with all of the following limitations:

(1) The rating may only be used to get material for shipment under a general license pursuant to the regulations of the Foreign Economic Administration.

(2) The rating may be used only on purchase orders for material costing \$100 or less for shipment to a single foreign consignee. (Purchase orders shall not be subdivided for the purpose of coming/within this dollar limitation.)

(3) The rating may be used only if the exporter knows or reasonably believes that the material will be used by the consignee for maintenance, repair or operating supplies, or will be resold by the consignee to a specifically identified customer who will use the material for maintenance, repair or operating supplies.

(4) The rating may not be used to get any material on List A or List B of Priorities Regulation 3 or on Schedule A of Order M-328 (textiles, clothing, leather and related products)

(f) How to determine the appropriate rating. The following rules determine the rating which an exporter may use to get materials under paragraph (e)

(1) If the exporter knows or reasonably believes that the foreign consignee will himself use the material for MRO, the exporter may use the rating assigned, under CMP Regulation 5 or 5A or the appropriate "P" or "U" order, to persons in the United States who are engaged in the same business as the consignee.

(2) If the exporter knows or reasonably believes that the foreign consignee will resell the material to a specifically identified customer who will use it for MRO, the exporter may use the rating assigned, under CMP Regulation 5 or 5A or the appropriate "P" or "U" order, to persons in the United States who are engaged in the same business as the consignee's customer.

(3) For example, if a consignee will use the material as MRO in the manufacture of textiles or clothing (or will resell it to a specifically identified customer who will use the material for this purpose), the appropriate rating is AA-2. (CMP Regulation 5.) Similarly, if the material will be used as MRO in the production of steel, the appropriate rating is AA-1. (Order P-68.)

(g) How to use the rating. The exporter may get materials other than controlled materials, as explained in paragraphs (e) and (f), by placing on his purchase order the appropriate rating and the certification prescribed in

Priorities Regulation 7.

(h) Reports of exporters using ratings. On or before July 10, 1945, and on or before the 10th day of the first month of each calendar quarter thereafter, each exporter using any ratings under this order must file with the Foreign Division of the War Production Board, Washington 25, D. C., in the form of a letter, a report showing the total dollar value, by each rating, of purchase orders on which he has used the ratings assigned by this order during the preceding quarter. (For example, "AA-1, \$1000; AA-2, \$750; AA-5, \$2000".) This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

#### General Provisions

(i) Symbols and ratings may not be used for persons having other assistance. An exporter may not use a symbol or rating under this order to get any material for a foreign person if he knows or has reason to believe that the person is authorized under any other order or regulation of the War Production Board to use a symbol and rating for MRO. (For example, the symbol and rating may not be used to get material for a foreign producer who has been assigned a serial number under Order P-56 (mines and smelters), or for a person who has been assigned a quota for MRO under Direction 20 to CMP Regulation 5 (MRO for Persons Abroad Producing for the United States Government).)

(j) Applicability of orders and regulations. This order does not relieve any exporter from complying with any applicable regulation, rule or order of the War Production Board or the Foreign Economic Administration.

(k) Communications to the War Production Board. All communications under this order, unless otherwise directed, shall be addressed to: War Production Board, Foreign Division, Washington 25,

D. C., Ref: P-151.
(1) Violations. Any person, who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priorities assistance.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD, By J. Joseph Whelan, Recording Secretary.

[F. R. Doc. 45-5926; Filed, Apr. 13, 1945; 11:32 a. m.]

Chapter XI-Office of Price Administration

Part 1351—Food and Food Products [RMPR 271,1 Amdt. 33]

POTATOES AND ONIONS

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.

Section 26 is amended in the following respects:

- 1. Paragraph (b) is amended to read as follows:
- (b) The following prices are substituted for the prices in Table 1 of section 24 for all counties in Texas for the periods indicated:

April 12, 1945 through April 30, 1945. \$5.65 May 1, 1945 through May 20, 1945\_\_\_ 4.65

The following prices are substituted for the prices in Table 1 of section 24 for all counties in Florida for the periods indicated:

April 12, 1945 through April 15, 1945... \$4.05 April 16, 1945 through April 30, 1945. 3.80 May 1, 1945 through May 20, 1945. 3.60

This amendment shall become effective April 12, 1945.

Issued this 12th day of April 1945.

CHESTER BOWLES. Administrator

Approved: April 12, 1945.

ASHLEY SELLERS,

Assistant War Food Administrator.

[F. R. Doc. 45-5897; Filed, Apr. 12, 1945; 4:11 p. m.]

PART 1351-FOOD AND FOOD PRODUCTS [RMPR 298, Amdt. 6]

FLOUR FROM WHEAT, SEMOLINA AND FARINA SOLD BY MILLERS, BLENDERS, PRIMARY DISTRIBUTORS AND FLOUR JOBBERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Section VIII (g) Appendix A of Revised Maximum Price Regulation No. 296 is amended to read as follows:

- (g) Maximum prices for special package types and sizes for the United States Gov-ernment or any agency thereof. (1) Maxi-mum prices for flour from wheat and for farina (except farina in packages containing 10 pounds or less) packed in special types and sizes of packages for the use of the United States Government or any agency thereof, in carload quantities delivered at specified destinations, shall be the applicable maximum price in 100 pound cotton sacks as heretofore provided, (a) minus 16 cents per hundredweight, (b) plus the exact cost of the package used, (c) plus the additional cost of packing, if any, over the cost of packing in any, over the cost of packing in any action seeks. ing in 100 pound cotton eachs.

  (2) Farina packed in special types and
- sizes of packages, containing 10 pounds or less, for the use of the United States Government or any agency thereof is exempt from the provisions of this regulation and the General Maximum Price Regulation.
- (3) Maximum prices for cemolina packed in special types and sizes of packages other than those set forth in subdivision VIII (d) of this Appendix A for the use of the United States Government or any agency thereof, in carload quantities delivered at specified destinations, shall be the applicable maximum price as set forth in subdivisions IV (a), (b), (c) and (d) plus or minus the difference in cost per hundredweight between the cost of packing the special type or size of package and the cost of packing 100 pound sacks thereof.

This amendment shall become effective April 18, 1945.

Issued this 13th day of April 1945.

CHESTER BOWLES. Administrator.

[F. R. Doc. 45-5930; Filed. Apr. 13, 1945; 11:40 a. m.]

PART 1364-FRESH, CURED AND CANNED MEAT AND FISH PRODUCTS

[MPR 579, Correction]

CERTAIN SPECIES OF FRESH AND FROZEN FISH AND SEAFOOD

The following corrections are made in Maximum Price Regulation 579:

- 1. In the Tables of Contents, "Article III-Frozen Fish and Seafood" is corrected to read, "Article III-Frozen Fish and Seafood (North Atlantic Species)"
- 2. In section 2.4 paragraphs (a) (1) and (a) (2) are corrected to read as fol-
- (1) Such fish is sold and distributed from the stock of such person's domestic established place of business; or
- (2) The fish is sold and delivered to a retailer or a purveyor of meals, without advance order, from the stock of the seller's motor truck or wagon in which he

delivers it to the retailer's individual store or to the place of business of the purveyor of meals, and the seller has no established place of business. (This type of wholesale sale is called a wagon jobber sale, and the seller is called a wagonjobber with respect to such sales.)

With the exception of the wagon jobber sale, however, if the fish is not sold and distributed from the domestic established place of business of such seller, the sale is not a "wholesale sale." That seller is a "distributor" with respect to that sale, which is covered by section 1.2 or in the case of an importing distributor by section 2.7a.

- In section 2.4 (e) in the second line, the word "section" is corrected to read, "sections"
- 4. In section 2.6 (a) the head note to the paragraph, "What a port sales 1s" is corrected by changing the word "sales" to "sale"
- 5. In section 2.7a (a) the wording in the parenthesis "(including the agent of a foreign seller)" is corrected by changing the word "seller" to "shipper"
- 6. In section 2.12 (c) (2) (iii) a semi-colon and the word "and" are added fol-lowing the words, "such sale and shipment'
- 7. In section 2.12 (c) (4) (ii) a semicolon is inserted between the words "section 2.9" and "and"
- 8. In section 2.12 (c) (5) (ii) a semicolon is inserted between the words "section 2.9" and "and"
- 9. In section 3.2.(a) in the third and fourth lines, the wording, "or a wholesaler (defined in section 3.1)" is corrected by changing the figures "3.1" to "3.4"
- 10. In section 3.5 (b) in the 10th line "section 3.2 (e)" is corrected to read "section 3.3 (e)"
- 11. In section 3.7 (b), in the sixth line "section 3.2 (d)" is corrected to read "section 3.3 (e)"
- 12. Section 3.9 (h) is corrected to read as follows:
- (a) Basic allowance. Where a wholesale sale or a sale by a processor is made to a retailer or purveyor of meals, and the frozen fish is delivered by the seller in his own motor truck or wagon, or in a motor truck or wagon used solely for his own deliveries, to the retailer's individual store or to the place of business of the purveyor of meals, the seller may add 11/2¢ to his table price.
- 13. In section 3.9 (b) the first line reads as follows: "Where a delivery sale by a wholesaler for. " This line is by a wholesaler for. "This line is corrected to read: "Where a delivered sale by a processor or a wholesaler for.
- 14. Section 3.10 (a) is corrected by inserting the words "or a sale by a processor" immediately after the opening words of the paragraph, "Where a wholesale sale'
- 15. In section 3.12 (b) in the third line, "primary wholesaler" is corrected to read "primary processor" and in the fourth line "section 3.2 (e)" is corrected
- to read "section 3.3 (e)"
  16. In section 10,1, Table 1A, Schedule No. 5, under the column headed "species" the words "dab, sea and Yellowtail" are changed to read "Dab, sea and Yellowtail "".

<sup>&</sup>lt;sup>1</sup>8 F.R. 15587, 15663; 9 F.R. 2298, 3589, 4027, 4647, 5379, 6151, 7504, 7771, 7852, 8931, 9356, 9783, 10089, 10199, 10981, 10778, 12270, 12475, 13262; 10 F.R. 1334, 2248.

17. In section 10.2, Schedule No. 6, (Fluke), the Scientific name is corrected to read: "Paralichthys dentatus"

This correction shall become effective April 18, 1945.

Issued this 13th day of April 1945.

CHESTER BOWLES, Administrator

[F. R. Doc. 45-5932; Filed, Apr. 13, 1945; 11:41 a. m.]

PART 1364—Fresh, Cured and Canned Meat and Fish Products [MPR 579,1 Amdt. 3]

CERTAIN SPECIES OF FRESH AND FROZEN FISH AND SEAFOOD

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Maximum Price Regulation No. 579 is amended in the following respects:

- 1. Section 2.4 (c) is amended to read as follows:
- (c) Maximum prices for sale of lots of more than 500 pounds. Where a wholesaler sells and delivers more than 500 pounds of any one species of fresh fish to a customer on any one day and such fish is shipped by common or contract carrier or delivered to the customer's usual receiving point in more than 500 pound lots the maximum price for the fish so delivered is the table price provided in the following subparagraphs (1) (2) and (3) plus all applicable allowances:

(1) Sales to purveyors of meals by port wholesalers (other than primary fish shippers)—the price listed in Column B of Table IA (section 10.1) plus one cent.

(2) Sales to purveyors of meals by wholesalers who bought the fish at prices based on Column E of Table IA—the price listed in Column E of Table IA (section 10.1) plus one cent.

(3) All other sales to retailers or purveyors of meals—the applicable table price for sales to wholesalers.

- 2. Section 2.7 is amended by adding the following paragraph (d)
- (d) Where a sale is made pursuant to paragraph (b) or (c) of this section but the wholesaler sells and delivers more than 500 pounds of any one species of fresh fish to the customer on any one day and such fresh fish is shipped by common or contract carrier or delivered to the customer's usual receiving points in less than 500 pound lots the table price for the fish so delivered is the appropriate table price provided in section 2.7 (a) The table prices in paragraphs (b) and (c) of section 2.7 do not apply to such sale.
- 3. Section 3.2 (b) is amended to read as follows:
- (b) Maximum prices for sale of lots of more than 500 pounds. Where a processor or wholesaler sells and delivers

more than 500 pounds of any one species of frozen fish to a customer on any one day and such frozen fish is shipped by common or contract carrier or delivered to the customer's usual receiving point in more than 500 pound lots the maximum price for such sale (notwithstanding the table prices provided in subsequent sections for sales to retailers and purveyors of meals) is the appropriate table price fixed for sales to wholesalers plus all applicable allowances and plus or minus any applicable differential.

This amendment shall become effective April 12, 1945.

Issued this 12th day of April 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-5898; Filed, Apr. 12, 1945; 4:11 p. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C, Amdt. 484]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment issued simultaneously herewith has been filed with the Division of the Federal Register.

Ration Order 5C is amended in the following respects:

- 1. Section 1394.7551 (a) (25) is amended to read as follows:
- (25) "Non-highway use" means any use of gasoline other than (i) for the propulsion of a registered motor vehicle, a commercial motor vehicle a motor vehicle held by a motor vehicle dealer for sale or resale, a motor vehicle operated on dealer or other interchangeable license plates, or (ii) for the operation of machinery or equipment mounted on a commercial motor vehicle, or (iii) in an aircraft engine or aircraft engine test stand.
- 2. Section 1394.7901 is amended by deleting the last sentence,
- 3. Section 1394.7902 is amended to read as follows:
- § 1394.7902 Non-highway ration coupons. (a) Serially numbered Class E and R coupons shall be issued as non-highway rations. Class E and R coupons shall each have a value of one unit; and shall authorize the transfer of gasoline from the validity date which shall be noted by the Board on the folder which it issues with such coupons until such rations or coupons expire or are revoked.
- (b) Each non-highway ration issued for use with a motorboat for non-occupational purposes shall be so indicated on the accompanying identifying folder.
- 4. Section 1394.7903 is amended by deleting the last sentence.
- 5. The text of § 1394.7904 (a) is amended by deleting the parenthetical expression "(or in the case of airplanes, for a period ending October 31, 1944)"
- 6. Section 1394.7904 (a) (1) is amended by deleting the words "or airplanes".

- 7. Section 1394.7904 (a) (2) is revoked. 8. Section 1394.7904 (a) (3) is redesignated § 1394.7904 (a) (2) and is amended to read as follows:
- (2) The Board shall issue Class E or R coupons bearing serial numbers in consecutive order. The Board shall issue a folder for each class of coupons issued and shall note on the folder the serial numbers of the coupons issued, the date of issuance, the earliest renewal date, and the name and address of the applicant.
- 9. Section 1394.7904 (a) (4) is rédesignated § 1394.7904 (a) (3)
- 10. A new § 1394.7904 (a) (4) is added to read as follows:
- (4) Upon the issuance of Class E or R coupons as a ration for a non-highway use the Board shall issue to the applicant for use with such ration a Delivery Record of Bulk Gasoline Purchases (Form OPA R-585 Rev. hereinafter referred to as the delivery record), or any number of such records which may be required. At the time of issuance the Board shall make the required notations on such record. The provisions of this subparagraph shall not apply to the issuance of Class E or R coupons to a person who requires the use of less than an average of ten gallons of gasoline per month for non-highway purposes.
- 11. A new § 1394.7904 (a) (5) is added to read as follows:
- (5) Where the issuance of a delivery record is required for use with a non-highway ration, the Board shall determine the total amount of Class E and R coupons to be accounted for in accordance with the following provisions:
- (i) If a delivery record has not previously been issued for use with a nonhighway ration and application is made for such ration in the form of Class E or R coupons, the Board shall determine the applicant's needs for the new ration period (or, with respect to the second installment of a non-highway ration issued for use in connection with farming for the remainder of the current ration The Board shall deduct from period) such amount the gallonage value of the Class E and R coupons, if any, which it determines are outstanding and the number of gallons remaining is the amount of the ration to be issued. The gallonage value of the Class E and R coupons issued as such a ration together with the gallonage value of the outstanding Class E and R coupons is the total gallonage value of Class E and R coupons to be accounted for on the delivery record.
- (ii) If a delivery record has been issued for use with a non-highway ration and application is made for the renewal of the ration, the issuance of a further ration, or for the second installment of the ration issued for use in connection with farming, the applicant shall present to the Board such delivery record and any delivery tickets he has received in accordance with § 1394.8153 (b) (1) (iii) The Board shall determine the applicant's needs for the new ration period (or, with respect to the second installment of a ration issued for use in connection with farming, for the remainder

<sup>10</sup> F.R. 2300, 2684, 3555.

The of the current ration period) Board shall deduct from such amount the gallonage value of the Class E and R coupons which it determines are outstanding and the number of gallons remaining is the amount of ration to be issued. The Board shall determine the gallonage value of outstanding Class E and R coupons by deducting from the total gallonage value of the Class E and R coupons to be accounted for as shown by the submitted delivery record, the gallonage value of Class E and R coupons surrendered by the applicant in exchange for bulk deliveries of gasoline as determined from such delivery record, the delivery tickets accompanying such record or from other satisfactory evidence. The gallonage value of the Class E and R coupons issued as such a ration together with the gallonage value of the Class E and R coupons determined to be outstanding is the total gallonage value of Class E and R coupons to be accounted for on the new delivery record. Such a renewal or further ration shall be computed from the date of application and shall be issued as of such date.

(iii) When a Board issues Class E or R coupons to a ration holder of a non-highway ration in exchange for his ration check pursuant to § 1394.8016, the gallonage value of the coupons issued shall be the gallonage value to be accounted for on his delivery record, if a delivery record has not previously been issued. However, if a delivery record has been issued for use with the ration, the gallonage value of the coupons issued pursuant to § 1394.8016 shall be added on the record to the gallonage value of the

coupons to be accounted for.

- (iv) When the gallonage value of Class E and R coupons representing an outstanding non-highway ration has been deducted from the amount to be issued as a further ration, such outstanding Class E and R coupons shall not be surrendered by the applicant upon the issuance of the further ration, but shall be retained for use during the valid period of such further ration. When the gallonage value of the Class E and R coupons representing an outstanding nonhighway ration has been deducted in computing the amount to be issued in renewal of a ration, the coupons representing the outstanding ration shall not expire on the date the renewal of such ration is issued, but may be retained for use during the valid period of such ration.
- (y) Any applicant who submits to a Board a delivery record for the purpose of making a computation shall certify that Class E and R coupons or other evidences were transferred in exchange for an amount of gasoline equal to the gallonage value of Class E and R coupons or other evidences recorded on the delivery record or on any delivery ticket. He shall also certify as to the number of Class E and R coupons that are contained in any outstanding non-highway ration in his possession.
- 12. Section 1394.7904 (b) (6) is re-voked.
- 13. In § 1394.8007 the headnote is amended to read as follows: "Restora-

- tion of coupon books, coupons, folders, mileage rationing records and delivery records; replenishment of gasoline by bulk consumers."
- 14. In § 1394.8007 (c) the fifth sentence is amended by substituting for the words "a gasoline deposit certificate" the words "a ration check"
- 15. Section 1394.8007 (d) is amended to read as follows:
- (d) Mileage rationing records. Any person who has lost a mileage rationing record issued for use with a passenger automobile shall apply to a Board for a new record. If the Board is satisfied that the record has been lost and that there is no other mileage rationing record outstanding it shall issue a new record to the applicant. The Board shall transcribe on the new record the rations currently outstanding which have been issued for use with the automobile.
- 16. A new  $\S$  1394.8007 (e) is added to read as follows:  $\bigcirc$
- (e) Delivery records. In the event of loss, theft, destruction, or mutilation of a delivery record issued pursuant to § 1394.7904 (a) (4) the person entitled to possession thereof may make application to the issuing Board for the replacement of such record. If the Board determines that the applicant is acting in good faith, it shall issue a delivery record as a replacement. When issuing a replacement, the Board shall note on the delivery record the actual gallonage value of the outstanding Class E and R coupons at the time application is made for the replacement. The Board may require the applicant to establish all deliveries which he has received in exchange for Class E and R coupons since the issuance of the delivery record sought to be replaced.
- 17. Section 1394.8009 is amended to read as follows:
- § 1394.8009 Issuance of mileage rationing records. Upon the issuance of a basic ration, the Board shall issue one mileage rationing record on the stub of Form OPA R-534 (Rev. 5-44) for the vehicle for which the ration is issued, unless a mileage rationing record is currently outstanding for such vehicle.
- 18. Section 1394.8010 is amended to read as follows:
- § 1394.8010 Presentation of mileage rationing records. No Basic Class A ration shall be issued pursuant to § 1394.7653 (f) to replace another basic ration formerly issued to the applicant, and no supplemental ration shall be issued or renewed unless the applicant presents to the Board the mileage rationing record issued for the vehicle for which the ration is sought.
- 19. Section 1394.8016 is amended to read as follows:
- § 1394.8016 Issuance of coupons in exchange for checks. A bulk consumer who maintains a ration bank account pursuant to § 1394.8206a (e) may, at any time, procure from the Board which issued his ration, coupons of any type which his application shows him to be entitled to receive in exchange for his

- ration check, payable to the Office of Price Administration, in an amount equal to the gallonage value of the coupons issued. Class E or R coupons shall be issued subject to the provisions of § 1394.7904 (a) (4) and (5) (iii) with respect to delivery records.
- 20. Section 1394.8051 (c) is amended to read as follows:
- (c) When renewing a ration prior to the end of the period for which a current ration of the same class was issued, the Board shall note on the application and on the front cover of the coupon book or on the folder accompanying the coupons the date on which the coupons shall become valid. Such date shall be the earliest renewal date of the current ration or the day following the expiration date except as provided in § 1394.7904 (a) (5) (ii).
- 21. Section 1394.8051 (d) is amended to read as follows:
- (d) Except as provided in § 1394.7904 (a) (5) (ii), § 1394.8052 and § 1394.8053, no ration of any class may be renewed for use before (or may be used before the end of the period for which the preceding 'ration of the same class was issued.
- <sup>9</sup>22. Section 1394.8054 (b) is amended to read as follows:
- (b) Except as provided in paragraph (c) of this section and § 1394.7904 (a) (5) (iv) when granting a further ration pursuant to the provisions of §§ 1394.8052 or 1394.8053 for use before the end of the period for which the current ration was issued, the Board shall require the surrender of such current ration and upon receiving the surrender thereof shall issue a new ration valid from the date of issuance.
- 23. Section 1394.8102 (c) (1) is amended to read as follows:
- (1) All transport rations represented by Class T coupons or ration checks issued by Boards shall expire at midnight on the last day of the calendar quarterly period for which they are issued.
- 24. Section 1394.8102 (d) is amended to read as follows:
- (d) Special rations. Every coupon and any gasoline purchase permit or ration check issued by a Board representing a special ration shall expire as noted on the applications or ration evidences.
- 25. In § 1394.8102 (e) the first sentence is amended to read as follows: "Every coupon representing a non-highway ration shall expire on the date when a renewal of such ration becomes valid unless the gallonage value of the coupons representing the non-highway ration has been deducted in computing the gallonage value of the coupons issued in renewal of a ration in accordance with § 1394.7904 (a) (5) (ii) "
- 26. Section 1394.8153 (b) (1) is amended to read as follows:
- (1) (i) The transferor must require presentation of the coupons and identifying folder at the time of transfer. No transfer may be made pursuant to this paragraph in exchange for a coupon

which does not bear a serial number included in the sequence of serial numbers specified on the cover of the identifying folder.

(ii) If a delivery record has been issued for use with the non-highway ration pursuant to § 1394,7904 (a) (4) the transferee shall present the delivery record at the time of transfer, and the transferor shall note on the delivery record presented the following information:

- (a) The date of delivery.(b) The total gallonage value of Class E and R coupons surrendered.
- (c) The total gallonage value of other evidences surrendered.
- (d) The name and address of the transferor.
- (e) The signature of the person delivering the gasoline.
- (iii) If a delivery record has been issued for use with a non-highway ration but is not available at the time of transfer, the transferee shall request a delivery ticket from the transferor and on such request the transferor shall furnish the transferee with a delivery ticket containing the information set forth in subdivision (ii) of this subparagraph.
- 27. Sections 1394.8354 to 1394.8361, inclusive, are revoked.

This amendment shall become effec? tive May 1, 1945.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong., W.P.B. Dir. No. 1, Supp. Dir. No. 1Q, 7F.R. 562, 9121, E.O. 9125, 7 F.R, 2719)

Note: The reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of

Issued this 13th day of April 1945.

JAMES G. ROGERS, Jr., Acting Administrator

[F R. Doc. 45-5928; Filed, Apr. 13, 1945; 11:40 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 11,1 Amdt. 54]

#### FUEL OIL

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Revised Ration Order 11 is amended in the following respects:

- 1. Section 1394.5364 (a) (2) 18. amended to read as follows:
- (2) Where the hot water is furnished to a single flat or apartment by means of separate water heating equipment, the renewed ration shall be two-thirds (%) of the figure obtained by adding twenty (20) gallons for the first person and five (5) gallons for each additional person regularly living in the premises, and multiplying that sum by the number of months for which the ration is needed.
- 2. Section 1394.5419 is added as follows:

§ 1394.5419 Class 3A coupons—(a). General. Class 3A coupons (OPA Forms R-1107A, R-1108A and R-1109A) in strip form and bearing consecutive serial numbers are issued with an identification folder. The gallonage value of each coupon on OPA Form R-1107A is one (1) gallon, on OPA Form R-1108A is five (5) gallons, and on OPA Form R-1109A is twenty-five (25) gallons.

(b) When these coupons may be used. Fuel oil may be transferred in exchange for a Class 3A coupon-beginning with the date the coupon is issued to the consumer and continuing for an indefinite

period thereafter.

- (c) When these coupons will be issued. Wherever in this order provision is made for the issuance of Class 3 coupon sheets, the Board shall, on and after the date when it has Class 3A coupons available for issuance, issue, instead, Class 3A coupons in strip form and bearing consecutive serial numbers (together with an identification folder)
- 3. The text of § 1394.5452 is redesignated § 1394.5452 (a)
- 4. Section 1394.5452 (b) 1s' added as follows:
- (b) At the time of issuing Class 3A coupons the Board shall enter on the identification folder for such coupons the name of the person to whom issued, the address of the place where the ration is to be used, the serial numbers of the coupons contained in the folder and the total gallonage value of those coupons.
- 5 Section '1394.5503 (d) is added as follows:
- (d) When Class 3A coupons shall be surrendered. Class 3A coupons, upon the expiration of the ration; (for any of the reasons set forth in § 1394.5502) must be surrendered in the same manner as a coupon sheet issued for the purpose, pursuant to paragraph (b) or (c) of this section, whichever applies.
- 6. Section 1394.5654 (a) is amended by inserting between the first and second. sentences the following: (For the purpose of this section, Class 3A coupons attached to the identification folder with which they were issued shall be considered a coupon sheet.)
- 7. Section 1394.5654 (d) (1) (iv) is amended by substituting for the phrase "Class 3 coupon sheet" the phrase "Class 3 coupon sheet or Class 3A coupons"
- 8. Section 1394.5654 (d) (5) is amended by substituting for the phrase "Class 3 coupon sheet" the phrase "Class 3 coupon sheet or Class 3A coupons"

This amendment shall become effective on April 17, 1945.

Issued this 13th day of April 1945.

JAMES G. ROGERS, Jr., Acting Administrator

[F. R. Doc. 45-5929; Filed, Apr. 13, 1945; 11:40 a. m.]

> PART 1441—TANNING MATERIALS [MPR-531,1 Amdt. 7]

IMPORTED VEGETABLE TANNING MATERIALS

A statement of the considerations involved in the issuance of this amend-

ment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

.Maximum Price Regulation No. 531 is amended in the following respects:

- 1. Section 7 (a) (5) is amended to read
- (5) Sales by liqueflers and grinders of material received from abnormally distant ports. (i) In the event of sales by a grinder or liquefier of extract produced from solid quebracho or wattle extract or wattle bark landed at a port from which such producer received less than 25% of his shipments in the six months period immediately preceding April 1, 1944 (hereinafter called "abnormal port") he may add to the maximum prices established by Appendix B the normal per pound finished extract equivalent of the amount by which the actual freight charge to his plant from such port per pound of solid quebracho or wattle extract or wattle bark exceeds the actual freight charge per pound to his plant from the port supplying the bulk of his supplies during such period.
- (ii) Provided, however. That at the option of the seller the maximum prices for the sale of his entire production of ground, powdered or liquid extract (or either of them) may, under the circumstances described above, be computed as follows: The seller shall from time to time charge against his running inventories of solid quebracho and wattle extracts and wattle bark the average cost per pound of excess freight into his plant from abnormal ports. He may add the normal per pound finished extract equivalent of such average cost to the maximum prices established by Appendix B. IIn the illustration shown below, the permissible addition to maximum price" listed in the last column is the "average excess freight per pound" of raw material inventory at time of sale converted to the seller's normal yield of finished extract per pound of raw material. For purposes of this example, it it assumed that liquid quebracho extract is the subject of the two sales shown below and that one pound of solid quebracho extract makes two pounds of liquid quebrancho extract. Therefore, the permissible addition to the maximum price for the commodity in question is one-half of the average excess freight per pound of raw material on hand at the time of sale.]

Pur- chases (tons)	Excess freight	Sales in pounds of raw, material consumed	Inventory in pounds	Accrued excess	Average excess freight per pound of raw material consumed	Permissible addition to maximum price per pound of fin- ished extract sold
100	None \$350	200,000	200,000 400,000 500,000	\$700 700 1,050 deduct 420	\$0.0035 .00175 .0021	\$0.00103
200	1,600	600,000	300 <del>,</del> 000 700, 000	630 2,230 deduct 1,920	.0021 .0032	.0010
		,	100, 000	810	.0031	******

<sup>19</sup> F.R. 2357.

<sup>19</sup> F.R. 4893, 8255, 10264, 11903; 10 F.R. 117.

- (iii) Regardless of which of the methods outlined in (i) and (ii) above is used a the amount of such additional charge? shall be invoiced separately or shown separately on the invoice and the records on the basis of which such charge was calculated shall be kept for inspection by the Office of Price Administration on request.
- 2. Section 7 (a) (6) is amended to read as follows:
- (6) Solid quebracho extract shipped from River Plate ports other than Buenos Aires. In the case of sales to industrial users of solid quebracho extract (or of ground, powdered or liquid extract manufactured therefrom) which was loaded on an ocean-going vessel at a River Plate port other than Buenos Aires for shipment to Atlantic ports in the United States, the importers' makimum prices, and liquefiers' and grinders' maximum prices established by this regulation, may be increased by the amount by which the actual freight charges involved in delivering the material to such River Plate port exceeds the actual freight charges which would have been incurred if the material had been delivered to Buenos Aires: Provided, however That (except where shipments are diverted by government order) in the case of importers' sales, such additional charges may in no event exceed the difference in inland freight to the industrial buyers' plant from New Orleans and the actual Atlantic Coast port of arrival, and in the case of sales by liquefiers and grinders, such additional charge, which may be averaged out substantially in accordance with the method outlined in section 7 (a) (5) (ii) above, may in no event exceed the addition permitted therein for material landed at the abnormal port of New Orleans.

The amount of such additional charge shall be invoiced separately or shown separately on the invoice and the records on the basis of which such charge was calculated shall be kept for inspection by the Office of Price Administra-

tion on request.

This amendment shall become effective April 18, 1945.

Note: The reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of

Issued this 13th day of April 1945.

CHESTER BOWLES. Administrator.

[F. R. Doc. 45-5931; Filed, Apr. 13, 1945; 11:40 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter I-National Park Service

PART 20—SPECIAL REGULATIONS

FISHING IN MOUNT RAINIER, YELLOWSTONE, AND GREAT SMOKY MOUNTAINS NATIONAL PARKS

Paragraph (e) of § 20.5, paragraphs (a) (b), and (c) of § 20.13, and para-

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graphs (a) (b) and (c) of § 20.14 (9 F.R. 2949, 11009) are amended to read as follows:

§ 20.5 Mount Rainier National Park. .

(e) Fishing; method; cleaning; license. (1) Fishing in any other way than with hook and line is prohibited.

(2) The Ohanapecosh River and its tributaries are closed to all fishing except fly fishing. The use of bait and other lures is prohibited.

(3) "The cleaning of fish in lakes or

streams is prohibited.

(4) A license is not required for fishing in the park.

§ 20.13 Yellowstone National Park-(a) Fishing; open season; special areas. The fishing season shall be from sunrise on May 30 to sunset on October 15, except in special areas as follows:

(1) All streams emptying into Yellowstone Lake, including the mouths of the streams, and the Yellowstone River and its tributaries from a point 10 yards above Fishing Bridge to the Upper Falls at Canyon are open to fishing from July 1 to October 15, inclusive.

(2) The following waters are open to fishing from May 30 to September 30,

inclusive:

Madison River. Cougar Creek. Maple Creek. Duck Creek. Campanula Creek. Gneles Creek. Grayling Creek. Tepee Creek.

(b) Closed waters. The following waters are closed to fishing:

Indian Creek.

Panther Creek.

Gardiner River for its entire length above the Mammoth water supply intake.

Glen Creek.

The Memmoth water supply reservoir. Riddle -Lake.

Duck Lake.

All streams trapped for egg-taking purposes are closed from the mouths of the streams to a distance of three miles above the traps during the spawning season.

(c) Catch and possession limits. The limit of catch per day by each person fishing, and the limit of fish in possession at any one time by any one person, shall be 15 pounds of fish (dressed weight with heads and tails intact) plus 1 fish, not to exceed a total of 10 fish.

§ 20.14 Great Smoky Mountains National Park.—(a) Fishing; open and closed waters. The following park streams in the States of North Carolina and Tennessee are open to fishing. All other streams are closed. Main streams only of water listed are open; all tributaries thereof are closed:

(1) North Carolina section of the

Big Creek below Yellow Creek.

Cataloochee Creek below Rough Fork.

Palmer Creek below Pretty Hollow Creek. Little Cataloochee Creek below Dude Creek. Oconaluftee River below Kephart Prong.

Kephart Prong below end of truck trail. Bradley Fork below Tennessee Branch. .! Chasteen Creek below bench mark at 3.077 feet.

Raven Fork below Cherokee Reservation. Cooper Creek below Mingus Creek trail cross-

Deep Creek below the forks.
Right Fork of Deep Creek below Cherry Creek.

Forney Creek below Huggins Creek. Twentymile Creek below the forks. Right Fork below end of truck trail. Left Fork below end of truck trail.

(2) Tennessee section of the Park:

Crosby Creek below end of truck trail. Indian Camp Creek below end of truck trail. Middle Prong of Little Pigeon River below

Ramcey Prong.
Porters Creek below Lowes Creek. Roaring Fork below Enloe Hollow Branch. LeConte Creek below bench mark at 3,109

West Prong of Little Pigeon River below Alum Cave Creek.

Little River below Fish Camp Prong.

Fish Camp Prong below Goshen Prong. West Prong of Little River below Walker Valley trail bridge.

Abrams Creek below Forge Creek.

Forge Creek below truck trail bridge at Myers place.

(b) Fishing; open season. (1) Trout, May 16 to August 31, inclusive; rock bass and small-mouthed bass, June 16 to August 31, inclusive. There is no open season on other species of fish.

(2) Fishing is permitted only between the hours of 7:00 a.m. and 8:30 p.m., eastern war time, in the North Carolina section of the Park, and between the hours of 6:00 a.m. and 7:30 p.m., central war time, in the Tennessee section of the Park. The hours mentioned are

of the same day.
(c) Fishing; bait restrictions. Fishing is permitted only with artificial lure with but one hook. Two or more artificial flies may be attached to the leader. The use of other than artificial bait is prohibited. The use of plugs or spinners having more than one hook is pro-

(39 Stat. 535; 16 U.S.C. sec. 3)

Issued this 9th day of April 1945.

OSCAR L. CHAPMAN, Assistant Secretary of the Interior.

[P. R. Doc. 45-5904; Filed, Apr. 13, 1945; 9:42 a. m.]

### TITLE 33—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I-Veterans' Administration

PART 5-ADJUDICATION: DEPENDANTS' CLATEIS

BURIAL AND FUNERAL EXPENSES AND TRANS-PORTATION OF EODIES OF VETERANS

§ 5.2692 Payment of burnal expenses of deceased war veterans and veterans of the regular establishment.

No change in (a) (b), or (c)

(d) Limitation as to time for filing and perfecting claim. (1) All claims for reimbursement or direct payment of burial and funeral expenses and transportation of the body must be filed within two years subsequent to the date of permanent burial or, cremation of the vet-

eran by the person entitled or by some person acting for him; e. g., burial or cremation on December 1, 1944, claim filed December 1, 1946, is timely filed. In the event the claimant's application is not complete at the time of original submission, the claimant and the person acting for him, if any, will be notified of the evidence necessary to complete the application and if such evidence is not received within one year from the date of the request therefor no allowance may be paid: Provided, That if within the two-year period from date of permanent burial or cremation, the claim is disallowed because the evidence to complete it was not received within one year from request therefor, and a new claim (formal or informal) is filed within such twoyear period, the claimant will be notified of the evidence necessary to complete the claim and if such evidence is received within one year from the date of request therefor the allowance may be paid if the claimant is otherwise entitled.

(2) Where the death or burial of a veteran occurred on or after March 20, 1933, and claim for burial allowance was not filed, or was filed after the expiration of the regulatory period, or was filed. within the regulatory period and disallowed because the evidence necessary to complete the claim was not timely filed, or was filed within the regulatory period and disallowed in whole or in part because of a payment made by a lodge, union, fraternal organization, society, beneficial organization, insurance company, or because of a cash contribution made by a burial association to any person other than the person rendering burial and funeral services, a claim, formal or informal, filed within two years after October 17, 1940, or on or before October 17, 1942, shall be adjudicated under the provisions of §§ 5.2692 to 5.2707 inclusive: Provided.

(3) Where a claim for the statutory burial allowance, based on the death of a veteran on or after March 20, 1933, has been demed for any of the reasons outlined in (2) above, and such claim was otherwise payable under then existing law and regulations, such claim may be reconsidered under present existing law and regulations upon receipt, on or before October 17, 1942, of written request therefor from the claimant or his representative (Public No. 866, 76th Congress, Act of October 17, 1940.)

§ 5.2694 "Veteran of any War" definition of—(a) Persons included. The term "veteran of any war" for the purpose of adjudicating claims for direct payment of, or reimbursement for burial, funeral and transportation expenses incurred in behalf of deceased veterans where death was on or subsequent to March 20, 1933, will include:

(1) Civil War, any member of the active military or naval service of the United States, discharged under conditions other than dishonorable, who served during the Civil War subsequent to April 11, 1861, and prior to May 27, 1865, including those persons who served as members of State organizations participating in the Civil War for whose services the State has been reimbursed by the United States Government. Noth-

ing herein shall be construed to exclude from the definition any person who was receiving person as a Civil War veteran under the Civil War service pension laws or who was not entitled to pension under such Civil War pension service laws solely because of length of service or as to whom any Special Act of Congress has been enacted which provides that such person shall be considered as having rendered military service during the Civil War. Civil War nurses are included in this definition if in receipt of pension for Civil War service;

(2) Indian Wars, any veteran of any Indian war, as formerly contemplated by the provisions of section 201 (1) of the World War Veterans' Act, 1924, as amended, and regulations, precedents, and instructions issued pursuant thereto, or a person who at time of his death was receiving a pension in accordance with the provisions of the laws governing the payment of a pension as a veteran of an Indian war. Pension conferred by a special act does not in itself confer right to the burnal allowance unless such act specifically provides that the person shall be considered as having rendered military service during the Indian wars;

(3) Spanish American War (includes Philippine Insurrection and Boxer Rebellion) any officer or enlisted man who was employed in the active military or naval service of the United States on or after April 21, 1898, and before July 5, 1902, who was discharged under conditions other than dishonorable, including those women who served as Army nurses under contract or who served in the Nurse Corps (female) and also including contract surgeons of the Army who served overseas during this period: *Provided, however* That if the person was serving with the United States military forces engaged in the hostilities in the Moro Province, Philippine Islands, the ending date will be extended to include July 15; 1903;

(4) World War I, any officer, enlisted man, member of the Army Nurse Corps (female) Navy Nurse Corps (female) discharged under conditions other than dishonorable, who was employed in the active military or naval service of the United States on or after April 6, 1917, and before November 12, 1918: Provided, however That if the person was serving in the United States military forces in Russia the ending date will be extended through April 1, 1920 (the provisions of section 5, Public No. 304, 75th Congress, are not applicable to burial claims)

(5) World War II, any person discharged or released-from active duty under conditions other than dishonorable, who served in the active military or naval service of the United States on or after December 7, 1941, and before the termination of hostilities in World War II: Provided, That the term "active military or haval service" as used herein shall include active duty as a member of the Women's Army Auxiliary Corps, Women's Army Corps (WAAC and WAC) Women's Réserve of the Navy and Marine Corps, and Women's Reserve of the Coast Guard:

(6) Any enlisted man or officer of the Army, Navy, Marine Corps, or Coast

Guard in retirement status at the date of death if shown to have served during the period of any war. Where death occurs on or after March 28, 1934 (except as provided in (b) below), and the other requirements of this paragraph have been met the character of discharge will not bar payment of the burial allowance if the veteran was in receipt of pension, compensation or emergency officers retirement pay at the time of his death. (§ 35.09.)

(b) Dishonorable conditions. (1) A person discharged or dismissed by reason of the sentence of a general court martial, or discharged on the ground that he was a conscientious objector who refused to perform military duty or refused to wear the uniform or otherwise comply with lawful orders of competent military authority, or as a deserter, or in the case of an officer where his recignation is accepted for the good of the service shall be barred from entitlement to the burial allowance based upon the period of service from which so discharged or dismissed.

(2) The requirement of the words "dishonorable conditions" will be deemed to have been met when it is shown that the discharge or separation from active milltary or naval service was (i) for mutiny, (ii) spying, or (iii) for an offense involving moral turpitude or wilful and persistent misconduct, of which convicted by a civil or military court: Provided, however. That where service was otherwise honest, faithful, and meritorious a discharge or separation other than dishonorable because of the commission of a minor offense will not be deemed to constitute discharge or separation under dishonorable conditions and under such circumstances the burial allowance will, if all other conditions are present, be allowable.

(c) Persons not included. Except as provided in § 5.2696 (c), a discharged or rejected draftee or selectee; a member of the National Guard who reported to camp in answer to the President's call, for World War service, but who when medically examined was not finally accepted for active military service; or an alien who does not come within the purview of § 2.1001 (j) of this chapter is not a "veteran of any war" within the meaning of that term as defined in paragraph (a) of this section, even though such person may have been in receipt of compensation or pension. (§ 35.09.)

§ 5.2695 "Veteran" (other than "veteran of any war"), definition of—(a)
Persons included. The term "veteran" (other than a "veteran of any war") for the purpose of adjudicating claims for the direct payment of, or reimbursement for burial, funeral and transportation expenses incurred in behalf of deceased veterans where death occurred on, or subsequent to October 5, 1940, will include: (1) a veteran discharged or retired from the Army, Navy, Marine Corps, or Coast Guard for disability incurred in or aggravated by service in line of duty, or (2) a veteran of the Army, Navy, Marine Corps, or Coast Guard in receipt of pension for serviceconnected disability. (Public No. 796, 76th Congress.)

(b) Discharge for disability incurred in line of duty. For veterans discharged or retired from the Army, Navy, Marine Corps, or Coast Guard for disability, who are not in receipt of pension for serviceconnected disability, the official records of the service department showing that the disability on account of which the veteran' was discharged or separated from his service was incurred in line of duty will be accepted for the purpose of determining eligibility to the burnal allowance, notwithstanding the fact that the Veterans Administration has made a determination in connection with a claim for monetary benefits that the disability was incurred not in line of duty.

(c) In those exceptional cases where the official records of the service department show discharge because of expiration of period of enlistment or any other reason save disability but also show a disability incurred in line of duty during the said enlistment and on account of which the veteran was under treatment at the time of discharge, or where not under treatment therefor at time of discharge, said disability is considered in medical judgment to be or to have been of such character, duration and degree as to have justified a discharge for disability incurred in line of duty had the period of enlistment not expired or other reason for discharge been given, the adjudicating agency, upon consideration of the facts of record, is authorized to determine whether such facts were sufficient to have warranted a discharge for disability incurred in line of duty, and if determined to have been so warranted. the burial allowance may be authorized, provided entitlement is otherwise established.

(d) Where claim for the burial allowance would be or has been disallowed on the basis of the official records of the service department showing that the disability was not incurred in line of duty and evidence is submitted to the Veterans' Administration which permits of a different finding, the decision of the service department will not be binding upon the Veterans' Administration which will be free to make its own determination of line of duty incurrence upon the evidence so submitted: Provided, That the burden of proof will rest upon the claimant. Such controverting evidence will be considered by those employees authorized to make finding of fact and lawin burial claims except that in any case under this paragraph or (c) where a medical question is involved, the case will be referred to a rating agency of original jurisdiction for determination as to whether the disability for which the veteran was discharged was incurred in line of duty or for determination as to whether the facts of record would, in those cases where discharge was for other reasons, save disability, have warranted a discharge for disability incurred in line of duty.

§ 5.2700 Filing of claim for unauthorized burial, funeral and transportation expenses. (a) Claims for burial, funeral and transportation expenses must be submitted on Form 530, Appli-

cation for Burial Allowance, and should be executed by

(1) The undertaker where bill is unpaid (see § 5.2712),

(2) The individual who used personal funds to pay burial, funeral and transportation expenses;

(3) The executors or administrator of the estate of the veteran or of the estate of the person who paid the expense of the veteran's burial. If no administrator or executor is appointed then by some person acting for such estate who will make distribution of the burial allowance to the person or persons entitled under the laws governing the distribution of intestate estates in the State of the decedent's personal domicile.

In addition to Form 530, claims for burial, funeral and transportation expenses should be supported by a statement of account (preferably on the billhead of the undertaker) showing the cost of the service rendered and the name of the deceased veteran. Receipt must be furnished to cover charges for cremation, grave digging, grave space, firing squads, and for items not ordinarily carried in an undertaker's stock, or for services performed by persons other than the undertaker or his regular employees where these items and services are listed on an unpaid bill supporting a claim for the burial allowance, and the other allowable items or services are not sufficient to cover the amount to be awarded. All statements of account, where paid, must show by whom payment was made and be receipted in the name of the undertaking firm or individual owner, who received payment.

No change in (b), (c), or (d)

§ 5.2702 Non-allowable expenses of burial, funeral and transportation. (a) (1) Cost of State tax and items of food and drink (domestic or foreign cases) will not be allowed.

(2) Duplicate items. Payment may not be made for duplicate items of service such as casket, clothing, etc., previously furnished by any Federal agency.

§ 5.2703 Transportation; death in a Veterans Administration facility or while traveling under prior authorization.

No change in (a) (1) and (2)

(3) Outside case for shipment. (If the box purchased for interment purposes was also used for a shipping box, an allowance of \$25.00 may be made on the cost of the box as a part of transportation expense, in addition to the statutory allowance of \$100.00 as provided in \$5.2696, and any balance on such box may be included in the burial allowance of \$100.00.)

(4) Sealing outside case (tin or galvanized iron) (Where a vault, steel or concrete, is used as a shipping case and also for burial, an allowance of \$25.00 may be made on the cost of the vault as a part of transportation expense, in addition to the statutory burial allowance of \$100.00 as provided in § 5.2696, and any balance on such vault may be included in the burial allowance of \$100.00.)

No change in (5) (6) or (7). No change in (b)

(58 Stat. 284; 38 U.S.Ç. 693)

[SEAL] FRANK T. HINES,

Administrator of

Veterans Affairs.

APRIL 14, 1945.

[F. R. Doc. 45-5917; Filed, Apr. 13, 1945; 11:20 a.m.]

# TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office
Appendix—Public Land Orders

[Public Land Order 263] COLORADO

WITHDRAWING PUBLIC LANDS AND TRANS-PERRING JURISDICTION THEREOVER TO WAR DEPARTMENT FOR EXCHANGE PUR-POSES

By virtue of the authority vested in the President and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

Subject to valid existing rights, the following-described public lands are hereby withdrawn from all forms of appropriation under the public-land laws, including the mining and mineral-leasing laws, and jurisdiction thereover is hereby transferred to the War Department for the purpose of effectuating an exchange of land under section 2 of the act of June 20, 1938 (52 Stat. 802, 804) in connection with the construction of the Caddoa Dam and Reservoir on the Arkansas River, as authorized by the act of June 22, 1936 (49 Stat. 1570, 1577)

### SIXTH PRINCIPAL MERIDIAN

T. 23 S., R. 49 W., Sec. 17, SWMNEM, SEMNWM, EMSWM, and NWMSEM, Sec. 20, WMNEMNWM and NWMNWM.

The areas described aggregate 260 acres.

Executive Order No. 6910 of November 26, 1934, as amended, withdrawing public lands for classification and other purposes, is hereby modified so as to permit the above-mentioned exchange.

Acting Secretary of the Interior.

MARCH 20, 1945.

[F. R. Doc. 45-5901; Filed, Apr. 13, 1945; 9:42 a. m.]

# [Public Land Order 270]

#### Alaska

REDUCING THE WITHDRAWAL MADE BY PUBLIC LAND ORDER 12 OF JULY 20, 1942

Whereas, Public Land Order No. 12 of July 20, 1942, withdrew, pending the definite location and construction of the Canadian-Alaskan Military Highway, a strip of land in Alaska 40 miles wide, 20 miles on either side of a center line extending from Big Delta to the Alaska-Yukon Boundary, and 20 miles on either

side of a center line extending from a point near Gulkana to the Tanana River;

Whereas, the highway has been definitely located, and constructed in approximately its permanent location:

Now, therefore, by virtue of the authority vested in the President, and pursuant to Executive Order No. 9337 of April 24, 1943, it is ordered as follows:

The withdrawal made by the above-mentioned public land order is hereby reduced to a strip of land ten miles wide, five miles on either side of the right of way of the Canadian-Alaskan Military Highway as constructed from Big Delta to the Alaska-Yukon Boundary, and from its junction with the Richardson Highway, near Gulkana, to the Tanana River.

This order shall not otherwise become effective to change the status of the surveyed lands hereby released from the withdrawal until 10:00 a. m. on the sixty-third day from the date on which it is signed. At that time such lands shall, subject to valid existing rights, become subject to application, petition, location, or selection as follows:

(a) For a period of 90 days, commencing on the day and at the hour named above, the vacant, unreserved, and sur-. veyed public lands affected by this order shall be subject to (1) application under the homestead laws, by qualified veterans of World War II, for whose service recognition is granted by the act of September 27, 1944 (Public Law 434-78th Congress), subject to the requirements of applicable law, and (2) application under any applicable public land law, based on prior existing valid settlement rights and preference rights conferred by existing laws or equitable claims subject to allowance and confirmation. Applications by such veterans shall be subject to claims of the classes described in subdivision (2)

(b) For a period of 20 days immediately prior to the beginning of such 90-day period, such veterans and persons claiming preference rights superior to those of such veterans, may present their applications, and all such applications, together with those presented at 10:00 a. m. on the first day of the 90-day period, shall be treated as simultaneously filed.

(c) Commencing at 10:00 a. m. on the 91st day after the lands become subject to application, as hereinabove provided, any of the lands remaining unreserved and unappropriated shall become subject to such application, petition, location, or selection by the public generally as may be authorized by the public land laws.

(d) Applications by the general public may be presented during the 20-day period immediately preceding such 91st-day, and all such applications, together with those presented at 10:00 a. m. on that day, shall be treated as simultaneously filed.

Veterans shall accompany their applications with certified copies of their certificates of discharge, or other satisfactory evidence of their military or naval service. Persons asserting prefer-

ence rights, through settlement or otherwise, and those having equitable claims, shall accompany their applications by duly corroborated affidavits in support thereof, setting forth in detail all facts relevant to their claims.

Applications for these lands shall be acted upon in accordance with the regulations contained in § 295.3 of Title 43 of the Code of Federal Regulations (Circ. 324, May 22, 1914, 43 L. D. 254), to the extent that such regulations are applicable. Applications under the homestead laws shall be governed by the regulations contained in Parts 65 and 66 of Title 43 of the Code of Federal Regulations.

These lands are situated in the Anchorage and the Fairbanks, Alaska, land districts. Applications should be filed in the district land office having jurisdiction over the lands.

, ABE FORTAS, Acting Secretary of the Interior April 5, 1945.

[F R. Doc. 45-5902; Filed, Apr. 13, 1945; 9:42 a. m.]

#### TITLE 50-WILDLIFE

Chapter I—Fish and Wildlife Service, Department of the Interior

Subchapter Q-Alaska Commercial Fisheries

MISCELLANEOUS AMENDMENTS

Subchapter Q is amended in the following respects:

Part 201—Alaska Fisheries General Regulations

The indefinite suspension, effective August 7, 1944, of the provisions of § 201.9; Traps must be made inoperative within 12 hours after close-of season, in the southeastern Alaska area as defined in § 220.1, is hereby revoked.

### PART 208-KODIAK AREA FISHERIES

Section 208.2 Operation of purse seines and leads (10 F.R. 3291) is hereby amended so that the third sentence shall read as follows: "No purse seine shall be less than 100 fathoms nor more than 125 fathoms in length, measured on the cork line, and at least 50 fathoms (length) thereof shall be not less than 7¼ fathoms in depth, but no part thereof shall be less than 4¾ fathoms in depth,"

Part 222—Southeastern Alaska Area, Icy Strait District, Salmon Fisheries

Effective only through December 31, 1945, paragraph (b) (3) (1) (1) and (m) of § 222.16 Areas open to salmon traps, are hereby suspended.

PART 223—SOUTHEASTERN ALASKA AREA, WESTERN DISTRICT, SALMON FISHERIES

Effective only through December 31, 1945, paragraph (j) (1) and (4) of § 223.19 Areas open to salmon traps, are hereby amended to read as follows:

(j) Admiralty Island: West coast (1) from 57 degrees 38 minutes 7 seconds north latitude to 57 degrees 38 minutes 45 seconds north latitude, \* \* \* (4)

from 57 degrees 54 minutes 30 seconds north latitude to 57 degrees 55 minutes 30 seconds north latitude,

(Sec. 1, 44 Stat. 752; 48 U.S.C. 221)

OSCAR L. CHAPMAN, Assistant Secretary.

APRIL 9, 1945.

[F. R. Doc. 45-5903; Filed, Apr. 13, 1946; 9:42 a. m.]

# Notices

### DEPARTMENT OF AGRICULTURE.

Farm Credit Administration.

3¼ Percent Consolidated Federal Farm Loan Bonds of May 1, 1945–55

NOTICE OF CALL FOR REDEMPTION

Public notice is hereby given that the twelve Federal land banks have called all outstanding 3½ percent consolidated Federal farm loan bonds of May 1, 1945–55, for redemption on May 1, 1945, in accordance with their terms. Interest on the bonds will cease on May 1, 1945, and the bonds will be payable at par on and after that date.

The twelve Federal land banks have designated the Federal reserve banks and branches and the Treasury Department, Washington, D. C., as agencies for the payment of the aforé-mentioned bonds. It is requested that the bonds be presented for payment at one of those agencies.

[SEAL]

W E. RHEA, Land Bank Commissioner

APRIL 3, 1945.

Attest:

J. R. ISLEIB, Deputy Land Bank Commissioner

[F. R. Doc. 45-5905; Filed, Apr. 13, 1945; 10:09 a.m.]

### DEPARTMENT OF LABOR.

Office of the Secretary.

[WLD 60]

" Union Street Railway Co.

FINDINGS AS TO CONTRACTS IN PROSECUTION OF THE WAR

In the matter of Union Street Railway Co., New Bedford, Massachusetts; Case No. S-1793.

Pursuant to section 2 (b) (3) of the War Labor Disputes Act (Pub. No. 89, 78th Cong., 1st sess.) and the Directive of the President dated August 10, 1943, published in the Federal Register August 14, 1943, and

Having been advised of the existence of a labor dispute involving the Union Street Railway Co., New Bedford, Massachusetts;

I find that the transportation of express and parcels in passenger cars by the Union Street Railway Co., New Bedford, Massachusetts, pursuant to any

contract, whether oral or written, is contracted for in the prosecution of the war within the meaning of section 2 (b) (3) of the War Labor Disputes Act.

Signed at Washington, D. C., this eleventh day of April 1945.

> FRANCES PERKINS, . Secretary of Labor

[F. R. Doc. 45-5896; Filed, Apr. 12, 1945; 3:36 p. m.]

#### Wage and Hour Division.

#### LEARNER EMPLOYMENT CERTIFICATES

#### NOTICE OF CANCELLATION

Notice is hereby given that the special certificates issued to the Lebanon Shirt Company of Union, Mississippi, authorizing the employment of 10 percent of the total number of productive factory workers as learners at any one time between November 2, 1942, and November 2, 1943, and between November 17, 1943, and January 3, 1943, at wages lower than the minimum wage applicable under section 6 of the Fair Labor Standards Act of 1938, have been ordered cancelled as of November 2, 1942, and November 17, 1943, respectively, for violation of their terms.

The order of cancellation shall not become effective until after the expiration of a fifteen day period following the date on which this notice appears in the FEDERAL REGISTER. During this time petitions for reconsideration or review may be filed by any aggrieved party pursuant to § 522.13, Regulations, Part 522 (Regulations applicable to employment of learners). If a petition is duly filed the effective date of the order of cancellation shall be postponed until final action is taken on the petition.

Signed at New York, New York, this 9th day of April 1945.

ISABEL FERGUSON, Authorized Representative of the Admınıstrator

[F. R. Doc. 45-5882; Filed, Apr. 12, 1945; 1:15 p. m.]

### LEARNER EMPLOYMENT CERTIFICATES

# ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certifi-.cates for the employment of learners under the Fair Labor Standards Act of

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determination and order or regulations listed below and published in the FEDERAL REG-ISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 FR. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administra-tive Order, June 7, 1943 (8 F.R. 7830).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Adminis-trative Order March 13, 1943 (8 F.R. 3079). Notice of Amended Order for the Employ-

ment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions therein contained and to the provisions of the applicable determination and order or regulations cited above. The applicable determination and order or regulations, and the effective and expiration dates of the certificates issued to each employer is listed below. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates, may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PROD-UCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

#### APPAREL INDUSTRY

Robinson Manufacturing Company, Dayton, Tennessee; cotton drawers, men's and boyo' woven shorts; 10 percent (AT); effective April 3, 1945, expiring October 2, 1945.

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, women's appairel, spoetswear, eainwear, ROBES AND LEATHER AND SHEEP-LINED GAR-MENTS DIVISIONS OF THE APPAREL INDUSTRY

S. Liebovitz & Sons, Inc., Donaldson, Pennsylvania; men's and boys' sport shirts; 5 learners (T); effective March 30, 1945, expiring March 29, 1946.

J. H. Rutter-Rex Manufacturing Company, Inc., 3725 Dauphine Street, New Orleans, Louisiana; cotton work shirts and trousers, United States Army Quartermaster Corps trousers and jackets; 10 percent (T); effective March 23, 1945, expiring March 22, 1946.

#### HOSIERY INDUSTRY

J. A. Cline & Son, Hildebran, North Carolina; seamless hosiery; 10 percent (AT); effec-

tive April 3, 1945, expiring October 2, 1945. Crescent Hosiery Mills, Niota, Tennessee; seamless hosiery; 5 percent (T); effective April 3, 1945, expiring April 2, 1946. Graham Hosiery Mills, Graham, North Caro-

lina; full-fashioned hosiery; 5 learners (T);

effective April 3, 1945, expiring April 2, 1946.
Hickory Knitting Mills, Hickory, North
Carolina; seamless hosiery; 10 learners (AT);
effective April 3, 1945, expiring October 2, 1945.

The Nolde & Horst Company, Tennessee Division, McMinnville, Tennessee; seamless hosiery; 10 percent (AT); effective April 3, 1945, explring October 2, 1945.

#### CIGAR INDUSTRY

Florida Cigar Company, E. Jessercon Street, Quincy, Florida; cigars; 20 percent (AT); cigar packing for a learning period of 160 hours at 30 cents per hour; effective March 31, 1945, expiring July 3, 1945.

Signed at New York, New York this 7th day of April 1945.

> PAULINE C. GILBERT, Authorized Representative of the Administrator.

[F. R. Doc. 46-5883; Filed, Apr. 12, 1945; 1:15 p. m.]

LEARNER EMPLOYMENT CERTIFICATES ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and Part 522,5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNING PERIOD, LEARNING WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Blount-Parker Corporation, Lacona, New York; bathinettes (baby bathing and dressing table device); 3 learners; sawing machine operator for a learning period of 240 hours at 35 cents per hour; effective April 4, 1945, expiring October 4, 1945.

Navajo Weavers, 610 N. 5th Street, Albuquerque, New Mexico; man's hand woven neckwear; 5 learners; weaving, pressing and cewing for a learning period of 160 hours at 30 cents per hour; effective April 3, 1945, expiring October 3, 1945.

Frost Veneer & Plywood Company, Inc., 11 S. Water Street, Sheboygan, Wisconsin; manufacturers of hardwood plywood; 16 learners; veneer drying, sawing, clipping, jointing, taping, sanding, inspecting and matching for a learning period of 160 hours each at 35 cents per hour; effective April 2, 1945, expiring October 2, 1945.

Signed at New York, New York, this 7th day of April 1945.

PAULINE C. GILBERT,

Authorized Representative of the Administrator.

[P. R. Doc. 45-5884; Filed, Apr. 12, 1945; 1:15 p .m.]

INTERSTATE COMMERCE COMMIS-SION.

> [S. O. 70-A, Special Permit 959] RECONSIGNMENT OF ORANGES AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, April 10, 1945, by S. Albertson & Company, of cars ART 23452 and MDT 7099, oranges, now on the Pennsylvania Railroad, to S. Albertson & Company, Boston, Massa-chusetts. (P. R. R.-N. Y. N. H. & H.) The waybills shall show reference to this

special permit.

A'copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to-the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of April 1945.

> V C. CLINGER, Director Bureau of Service.

[F. R. Doc. 45-5914; Filed, Apr. 13, 1945; 11:14 a. m.]

[S.O. 70-A, Special Permit 960]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95,35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, April 10, 1945, by National Produce Company, of car URT 15213, potatoes, now on the Chicago and North Western Railway, to M. Mascari & Sons, Memphis, Tennessee. (Wab .-Mo. Pac.).

The way bill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of April 1945.

> V. C. CLINGER. Director Bureau of Service.

[F. R. Doc. 45-5915; Filed, Apr. 13, 1945; 11:14 a. m.]

[S. O. 262, Special Permit 12]

REICING OF ORANGES AT MONTGOMERY, ALA.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Service Order No. 262 of December 18, 1944 (9 F.R. 14786) permission is granted for, any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 262 insofar as it applies to the furnishing of one reicing in transit at Montgomery, Alabama, on car FGE 15210, oranges, shipped April 10, 1945, by Niblack, Patrick & Lingle from Sanford, Florida, moving on a government bill of lading to Quarter Master Market Center, c/o Quarter Master Cold Storage, New Orleans, Louisiana, for export (ACL-

L&N-IC delivery).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 10th day of April 1945.

> V C. CLINGER. Director Bureau of Service.

[F. R. Doc. 45-5916; Filed, Apr. 13, 1945; 11:14 a. m.]

OFFICE OF ALIEN PROPERTY CUS-TODIAN.

[Vesting Order 4729]

#### I. MATSUDA

In re: Real property and property insurance policy owned by I. Matsuda, also known as Ishichi Matsuda.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

 That the last known address of I. Matsuda, also known as Ishichi Matsuda, is Japan, and that he is a resident of Japan and a national of a designated enemy coun-.try, (Japan);
2. That I. Matsuda, also known as Ishichi

Matsuda, is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows: a. Real property situated in the City and County of Honolulu, Territory of Hawaii, par-ticularly described in Exhibit A, attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property, and
b. All right, title and interest of I. Matsuda, also known as Ishichi Matsuda, in and

to Fire Insurance Policy No. 243715, issued by the United States Fire Insurance Company of New York, New York, New York, insuring the property described in subparagraph 3-a hereof,

is property within the United States owned or controlled by a national of a designated enemy country (Japan);

And determining that the property described in subparagraph 3-b hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3-a hercof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to Section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a des-

ignated enemy country (Japan);
And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest.

hereby vests in the Alien Property Custodian the property described in subparagraph 3-a hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and hereby vests in the Alieh Property Custodian the property described in subparagraph 3-b hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms."national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL] JAMES E. MARKHAM, Alien Property Custodian,

EXHIBIT A.

All of that certain parcel of land (portions of the lands described in and covered by Royal Patent Number 2765, Land Commission Award Number 7239 to Punini and Royal Patent Number 5550, Land Commission Award Number 1074 to Imihia) situate, lying and being at Alewa, Honolulu, City and County of Honolulu, Territory of Hawaii, and being Lot Number Five (5) and thus bounded and described:--

Beginning at the East corner of this lot, being also the West corner of Roads, the coordinates of said point of beginning referred to a government survey street monument, near the South corner of Liliha and Judd Streets, being 682.11 feet North and 1239.25 feet West and running by true azimuths:
1. 50°10′ 79.55 feet along stone wall, along

the North side of Road;

2. 145°30' 73.16 feet along the Northeast side of a 20 foot Road;

3. 235°30′ 81.08 feet along Lot 4; 4. 327°08′ 65.80 feet along stone wall along the Southwest side of Road to the point of beginning.

Containing an Area of 5,564 Square Feet, or thereabouts.

[F. R. Doc. 45-5907; Filed, Apr. 13, 1945; 10:49 a. m.]

# [Vesting Order 4771]

### ANITA LEHMBRUCK

In re: Statue and claim owned by Anita Lehmbruck.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Anita Lehmbruck is 31 Suarezstrasse, Charlottenburg, Germany, and that she is a resident of Germany and a national of a designated en-

emy country (Germany);
2. That Anita Lehmbruck is the owner of the property described in subparagraph 3

3. That the property described as follows: a. One casting in bronze of a woman's torso and head, in the possession of Karl Nieren-dorf, 53 East 57th Street, New York, New York, and

b. All right, title, interest and claim of any name or nature whatsoever of Anita Lehmbruck in and to any and all obligations, contingent or otherwise and whether or not matured, owing to her by Karl Nierendorf, 53 East 57th Street, New York, New York, including but not limited to all security rights in and to any and all collateral for any and all such obligations and the right to enforce and collect the same,

is property within the United States owned

or controlled by a national of a designated enemy country (Germany); And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated en-

emy country (Germany);
And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be

deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form AFC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 19, 1945.

[SEAL] JAMES E. MARKHAM, Alien Property Custodian.

[F. R. Doc. 45-5908; Filed, Apr. 13, 1945; 10:49 a. m.l

### [Supp. Vesting Order 4780]

CENTRAL AMERICAN PLANTATIONS CORP.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Allen Property Custodian, after investigation:

1. Having found and determined in Vesting Order Number 104, dated August 17, 1942, that Central American Plantations Corporation is a national of a designated

enemy country (Germany);
2. Finding that of the outstanding \$100 par
value common capital stock of Central American Plantations Corporation, a corporation organized under the laws of the State of Delaware and doing business in the State of New York, and a business enterprise within the United States, ten (10) chares are registered in the names of and beneficially owned by the persons whose names are listed below in the number appearing opposite each name and are evidence of an interest in said business enterprise:

Registered Owner, Number of Shares, and Beneficial Owners

Ernesto Rosenberg, 4—Rudolf Liefmann & Co.: Juan Bredtmann, 1-Juan Bredtmann; Willy Liere, 5-Willy Liere. Total shares, 10.

3. Finding that Rudolf Liefmann & Co., whose principal place of business is Hamburg, Germany, is a business enterprise organized under the laws of Germany and is a national of a designated enemy country (Germany);

4. Finding that the last known address of both Juan Brodtmann and Willy Liere is Germany and that they are residents of Germany and nationals of a designated enemy country (Germany):

and determining:

5. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany):

and having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national in-

hereby vests in the Alien Property Custodian the ten (10) shares of the common stock of Central American Plantations Corporation, hereinbefore more fully described in subparagraph 2, together with any declared and unpaid dividends thereon or any liquidating dividends with reference thereto, to be held, used, aoministered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in. lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings pre-scribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on April 10, 1945.

JAMES E. MARKHAM, [SEAL] Alien Property Custodian.

[F. R. Doc. 45-5909; Filed, Apr. 13, 1945; 10:49 a. m.]

> [Vesting Order 3731, Amdt.] MARIE STUMPF, ET AL.

In re: Interest in real property, property insurance policies and a claim owned by Marie Stumpf, Amalia Muller, Gertrude Weng Braun, Ernest Schmidt, William Distelhorst, Hertha Frieda K. Bachman and Alexander Melchior.

Vesting Order Number 3731, dated May 30, 1944, as amended, is hereby further amended as follows and not otherwise:

By deleting the subparagraph entitled Parcel 29 from Exhibit A, attached thereto and made a part thereof and substituting therefor the subparagraph of Exhibit A, entitled Parcel 29, which is attached hereto and made a part hereof.

All other provisions of said Vesting Order Number 3731, as amended, and all action taken on behalf of the Alien Property Custodian in reliance thereon,

pursuant thereto and under authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on ESTABLISHMENT OF MAXIMUM PRICES AND April 10, 1945.

[SEAL]

James E. Markham, Alien Property Custodian.

### EXHIBIT A

Parcel 29. The Northwest ¼ of the South-west ¼ and the North half of Section 36, Township 41 North, Range 2 West of 5th P. M., containing 360 acres, more or less, a part of which is subject to a lease dated April 30, 1940 of record in Vol. 134, page 453. [F. R. Doc. 45-5910; Filed, Apr. 13, 1945;

10:49 a. m.]

# OFFICE OF PRICE ADMINISTRATION.

[MPR 188, Order 3640]

H. B. SALTER MANUFACTURING CO.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, It is ordered:

(a) The maximum list prices for sales by any person of bronzite finished brass fittings and trimmings manufactured by the H. B. Salter Manufacturing Company of Marysville, Ohio, shall be 90 percent of the highest list prices for which such person delivered or, if he did not deliver, at which he offered for delivery during March 1942 the identical chrome plated brass fittings and trimmings manufactured by the W. B. Salter Manufacturing Company of Marysville, Ohio.

(b) The maximum list prices determined by any person under the provisions of (a) for the bronzite finished brass fittings and trimmings shall be subject to discounts, allowances and services which are at least as favorable as those which each seller extended or rendered or would have extended or rendered to purchasers of the same class on comparable sales of the identical chrome plated brass fittings and trimmings during March 1942.

(c) The maximum prices for sales on an installed basis of the commodities covered by this order shall be determined in accordance with Revised Maximum Price Regulation No. 251.

(d) The H. B. Salter Manufacturing Company of Marysville, Ohio, shall notify in writing each of its purchasers at or before the time of the first invoice of the maximum prices established by this order for the H. B. Salter Manufacturing Company on sales to such purchasers, and the maximum resale prices established for such purchasers.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective April 14, 1945.

Issued this 13th day of April 1945.

CHESTER BOWLES, Administrator.

[F. R. Doc. 45-5940; Filed, Apr. 13, 1945; 11:43 a. m.]

[MPR 120, Order 1333]

RED TOP COAL CO., INC., ET AL.

PRICE CLASSIFICATIONS

#### Correction

In the document appearing at page 3953 of the issue for Thursday, April 12, 1945, the Federal Register document number should read "45-5767"

[Region I Order G-44 Under RMPR 122, Amdt. 2]

SOLID FUELS IN DANBURY, CONN., AREA

For the reasons set forth in an opinion. issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by \$\$ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, Region I Order No. G-44 under Revised Maximum Price Regulation No. 122 is hereby amended in the following respects:

- 1. The provisions for "Franklin" contained in paragraphs (b) (c) and (e) are hereby deleted.
- 2. A new paragraph (i) is inserted to read as follows:
- (i) Certain named Pennsylvania anthracite coals. The specific maximum prices set forth above for Pennsylvania anthracite may be increased by the following amounts when the following sizes of named Pennsylvania anthracite coals are sold: Provided, That the following increases may be charged only if the conditions set forth in paragraph (b) of Region I Revised Supplementary Order No. 2 under Revised Maximum Price Regulation No. 122 are observed:

	Amount of addition			on
Kind and size	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Franklin: Egg, stove and chestnut Legitts Creek or Black Stork:	\$1.00	\$0.50	<b>\$0.25</b>	. \$0.05
Broken, egg, stove, chestnut and peaBuckwheatOrange disc:	.90 .75 .35	.45 .40 .20	.20 .20 .10	.05 .05 None
Egg, stove, chestnut, pea and buckwheat_ Rice	.70 .60	. 35	.20 .15	.05 None

Note: The amounts of addition above for orange disc shall be effective until May 31, 1945, inclusive; thereafter, the amounts of addition shall be those set forth below:—

\$0.30	\$0. 15	\$0.05	None
.20	• 10	•05	None
•	\$0.30	\$0.30 \$0.15	\$0.30 \$0.15 \$0.05
	.20	.20 .10	20 .10 \$0.05

- Subparagraph 4 of paragraph (f), is hereby renumbered 4a.
- 4. Subparagraphs 4b and 4c are added to paragraph (f) to read as follows:
- (b) "Legitts Creek or Black Stork" both mean that Pennsylvania anthracite which is produced and prepared by Penn Anthracite Collieries Company, Scranton, Pennsylvania, and which meets the

quality and preparation standards established under Revised Order No. 5 under Maximum Price Regulation No. 112.

(c) "Orange Disc" means that Pennsylvania anthracite which is produced and prepared by Payne Coal Company, Wilkes-Barre, Pennsylvania, at their Exeter Colliery and sold under the trade name "Orange Disc Anthracite", and which meets the quality and preparation standards established by Order No. 10 under Maximum Price Regulation No. 112.

This Amendment No. 2 shall become effective April 2, 1945.

Issued this 30th day of March 1945.

ELDON C. SHOUP, Regional Administrator

[F R. Doc. 45-5887; Filed, Apr. 12, 1946; 1:16 p.m.]

[Region I Order G-70 Under RMPR 122, Amdt. 33]

## SOLID FUELS IN BOSTON REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340,260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, subparagraph (15) containing Appendix 15 is hereby added to paragraph (o) of Region I Order No. G-70 under Revised Maximum Price Regulation No. 122 to read as follows:

- (o) Appendices Establishing Specific
- Maximum Prices. \* \* \* (15) Appendix 15. Specified solid fuels-Laconia-Franklin, New Hampshire Area—(a) Maximum prices established by this Appendix 15. This Appendix 15 establishes specific maximum prices for sales of Pennsylvania anthracite and New England coke in the Laconia-Franklin, New Hampshire Area by dealers, and for specified services rendered by dealers in connection with the sale or handling of said solid fuels. Price Schedule I contains prices for sales on a delivered basis and Price Schedule II contains prices for yard sales to consumers and dealers. The Laconia-Franklin, New Hampshire Area includes the following cities, towns and townships in the State of New Hampshire: Andover, Belmont, Franklin, Gilford, Gilmanton, Laconia, Northfield, Salisbury, Sanbornton, Tilton.
- (b) Price Schedule I. Sales on a delivered basis. (1) Base maximum prices for sales on a "direct delivery" basis to consumers at any point in the Laconia-Franklin, New Hampshire Area.

Kind and size	Per net ton	Per 1/2 ton	Per 1/2 ton	Per 1001ba.
Pennsylvania anthracite: Broken, egg, stove and chestinut. Pea. Buckwheat. Rice. New England coke: Egg, stove and chest-nut.	\$16.25 14.55 12.40 11.35	\$9.40 7.55 6.45 5.95 7.85	\$4.20 3.80 3.25 3.00 8.05	\$0.90 .80 .70 .05

(2) Prices for specified localities. The following amounts may be added to the above prices when deliveries are made in:

Location:

Amount

Andover, by dealers located outside of town \$0.75

Belmont 1.00

Gilford 50

Gilmanton 1.00

Salisbury 75

Sanbornton 1:00

(3) Maximum authorized service and deposit charges. (a) The maximum prices per 100 pounds include carrying or wheeling to consumer's bin or storage space. If the buyer requests such service of him, the dealer may make the following charges for carrying or wheeling of quarter-ton and larger quantities to the consumer's bin or storage space:

	Per	Per	Per
	net ton	⅓ ton	%ton
For any carry or wheel from a "direct delivery" point, exclusive of charges for carries up or down flights of stairs	\$0.50	\$0.25	\$0.15
	.50	.25	.15

(b) If the buyer requests that fuel delivered in burlap bags furnished by the dealer be left in the bags, the maximum amount which may be required by the dealer as a deposit on, or as predetermined liquidated damages for failure to return, the bags shall be 25 cents per bag.

(c) Price Schedule II. Yard sales to consumers or dealers. (1) Maximum prices for sales at the yard of any dealer in the Laconia-Franklin, New Hampshire Area to consumers or dealers:

Kind and size	Per	Per	Per	Per
	net ton	½ ton	14 ton	100 lbs.
Pennsylvama anthracite: Broken, egg, stove and chestnut	\$15, 50 13, 80 11, 65 10, 60	\$9.00 7.15 6.10 5.55 7.50	\$4.00 3.60 3.05 2.80 3.75	\$0.85 .75 .65 .60

(2) Maximum authorized bagging and deposit charges. (a) The maximum prices per 100 pounds are for 100 pounds bagged, but do not include the bag. If the buyer requests such service of him, the dealer may make the following charges for bagging quarter-ton and larger quantities in 100 pound bags, exclusive of any deposit charges on bags furnished by the dealer.

Ce	nts
Per net ton	50
Per half-ton	25
Per quarter-ton	15

(b) The maximum amount which may be required by the dealer as deposit on, or as predetermined liquidated damages for failure to return, burlap bags furnished by the dealer shall be 25 cents per bag.

(d) Terms of sale. Terms of sale for sales under paragraph (b) and (c) of above may be net cash but no other additional charge shall be made for extension of credit.

This Amendment No. 33 shall become effective April 1, 1945.

Issued this 17th day of March 1945.

ELDON C. SHOUP, Regional Administrator

[F. R. Doc. 45-5888; Filed, Apr. 12, 1945; 1:17 p.m.]

[Region III Order G-5 Under Supp. Order 94]

# Long Handled Shovels in Cleveland

For the reasons set forth in an opinion issued simultaneously herewith, and pursuant to sections 11 and 13 of Supplementary Order No. 94 and the Emergency Price Control Act of 1942, as amended, it is hereby ordered:

(a) What this order docs. This Order No. G-5 establishes maximum prices at which new long handled shovels, heremafter described, may be sold by the United States Treasury Department, Procurement Division, and by any subsequent reseller.

(b) Geographical applicability. This Order No. G-5 shall apply to all sales by Treasury Procurement to wholesalers, by Treasury Procurement and wholesalers to retailers, and to all sales at retail made in this Region III, which includes the states of Ohio, Indiana (except the County of Lake), Michigan, Kentucky and West Virginia.

(c) Maximum prices. The maximum prices for the sale of the long handled shovels described herein shall be as fol-

Article and description

Article and descripti

(d) Notification of maximum prices. Any person, who sells the long handled shovels described in paragraph (c) to a retailer, shall furnish the retailer with an invoice of sale setting forth the retailer's maximum reselling price and stating that the retailer is required by this order either to attach to each long handled shovel, before sale, a tag or label, or display a suitable sign at the place where the article is offered for sale, which plainly states the retail ceiling price.

(e) Tagging. Any person, who sells the long handled shovels described in paragraph (c) at retail, either shall attach to each long handled shovel, before sale, a tag or label, or display a suitable sign at the place where the article is offered for sale, which plainly states the retail celling price.

(1) Definitions. (1) A "retailer" is defined as any person whose sales to purchasers for use constitute a substantial part of his total sales.

(2) A "wholesaler" is defined as any person, other than a manufacturer, who distributes or sells the long handled shovels, herein described, to resellers.

(g) Revocation and amendment. This order may be revoked or amended at any time by the Office of Price Administration.

This order shall become effective March 24, 1945.

Issued: March 24, 1945.

C. J. HOUSER,
Acting Regional Administrator.

[F. R. Doc. 45-5286; Filed, Apr. 12, 1945; 1:16 p. m.]

[Region V Order G-7, Under RMPR 122, Amdt. 3]

SOLID FUELS IN SPRINGFIELD, Mo.

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122 and for the reasons set forth in the opinion issued simultaneously herewith, It is ordered, That Order No. G-7 under Revised Maximum Price Regulation No. 122, Maximum Prices for Solid Fuels sold in the City of Springfield, Missouri, be, and the same-is hereby amended, as follows:

Item (3) of section (c) II (A) and the sentence preceding item (3) are amended and changed to read as follows:

The following maximum price is for the specified sizes of bituminous coal produced by the Jewel Coal Company, Mine Index No. 55:

(3) Lump, machine cut (bottom size 2½" or larger), \$11.40.

This order shall become effective this 31st day of March 1945.

(56 Stat. 23, 765; 57 Stat. 568; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this 31st day of March 1945.

W. A. Orth,
Regional Administrator

[F. R. Doc. 45-5335; Filed, Apr. 12, 1945; 1:15 p. m.]

[Region V Order G-7 Under SR 14A] FLUID MILK IN HEREFORD, TEX.

Pursuant to an application filed by Hereford Creamery Company of Hereford, Texas, and for the reasons set forth in the opinion accompanying this order and under the authority vested in the Administrator of Region V, Office of Price Administration, by § 1499.73a (a) (1) (vii) (d) of supplementary regulation No. 14A and § 1499.75 (a) (9) of supplementary regulation No. 15 to the General Maximum Price Regulation, it is hereby ordered:

(1) The maximum prices established by § 1499.73a (a) (1) (vii) of supplementary regulation No. 14A to the General Maximum Price Regulation for fluid milk in the City of Hereford, Texas, are

adjusted as follows:

(a) Sellers of milk in determining maximum prices for the sale of approved fluid milk in containers of 1 gallon or less shall determine such prices as through Hereford, Texas, were classified in the appendix to § 1499.73a (a) (1) (vii) of Supplementary regulation No. 14A to the General Maximum Price Regulation as being in Area 2A.

(2) This order may be revoked, amended or corrected at any time.

(3) Unless the context otherwise requires, the definitions set forth in § 1499.73a (a) (1) (vii) (d) of Supplementary regulation No. 14A to the General Maximum Price Regulation shall apply to the terms used herein.

(4) The application is hereby denied in

all respects except as above noted.

The applicant may within 60 days from the date on which this order 1s mailed to it, file an application with the Regional Administrator for review of the order by the Price Administrator in accordance with Revised Procedural Regulation No. 1, as amended.

This order shall become effective. March 29, 1945.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this the 29thday of March 1945.

> W. A. ORTH. Regional Administrator

Approved by.

C. N. EVANS,

In Charge Dairy and Poultry Branch, Southwest Field Office, War Food Administration.

[F. R. Doc. 45-5894; Filed, Apr. 12, 1945; 1:20 p. m.]

[Region VI Order G-56 Under MPR 329]

FLUID MILK IN ROCHESTER, MINN.

For the reasons set forth in the accompanying opinion and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.408 (b) of Maximum Price Regulation No. 329, it is hereby

- (a) Maximum producer prices. The maximum price f. o. b. purchaser's plant which distributors in Rochester, Minnesota, may pay to producers for milk sold for human consumption in fluid form shall be 83d per pound butterfat in whole milk.
- (b) Applicability of producer prices. Paragraph (a) of this order shall apply to all purchases of milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within Rochester, Minnesota, or who sell within that city 50% or more of the milk sold by them.
- .(c) Addition of transportation charges. (1) The maximum established in paragraph (a) is the maximum price for milk f. o. b. purchaser's plant. Where the

transportation charge or any part thereof is paid by the purchaser, the total amount paid for transportation plus the amount received by the producer shall not be in excess of the maximum price set forth in paragraph (a)

(2) Where the purchaser hauls the milk to his plant in a conveyance owned, leased or operated by him, he shall deduct from the maximum price set forth in paragraph (a) of this order the cost of such transportation. The "cost of such transportation" shall be the maximum price which may be charged by milk haulers or other transportation companies for the hauling of milk to the purchaser's plant.

(d) Relation of this order to Office of Price Administration regulations. Except as modified by this order, the provisions of the Maximum Price Regulation No. 329 shall remain in full force and effect and shall not be evaded by any change in business or trade practices in

effect during that month.

(e) Definitions. Unless the context otherwise requires, the definitions set forth in Maximum Price Regulation No. 329, and the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

(f) Revocability. This order may be revoked, amended or corrected at any

time.

This order has been approved by the Midwest Field Representative, Dairy & Poultry Branch, Office of Distribution of the War Food Administration.

This order shall be effective the 1st day of April 1945.

Issued this 27th day of March 1945.

RAE E. WALTERS, Regional Administrator

[F. R. Doc. 45-5889; Filed, Apr. 13, 1945; 1:17 p. m.]

[Region VI Order G-16 Under RMPR 122, Appendix 16]

Solid Fuels in Waterloo, Towa, Area

(a) Applicability. This Appendix No. 9 16 applies to sales of solid fuels delivered within the corporate limits of the city of Waterloo, Iowa.

(b) Price schedule. Immediately below and as a part of this section (b) is a price schedule that sets forth maximum prices for delivered sales by dealers in lots of one (1) ton or more of specified kinds and sizes of solid fuels. Service charges are set forth in section (c) Charges for treatment of coal are set forth in section (d) Discounts are set forth in section (e) Definitions are set forth in section (e) Definitions are set forth in section (f) Sales in lots of fractions of a ton or tons shall be governed by the price schedule as follows:

(i) On delivered sales of less than 1 ton, the price shall be proportional to the price per ton plus an additional charge of 40¢, but in no event shall the total price be in excess of that for a sale of 1 ton; for example, if the price of 1 ton is \$13.00, the price of ½ ton would be \$6.50 plus 40¢ or a total of \$6:90; the price of 34 ton would be \$9.75 plus 40¢ or a total of \$10.15.

(ii) On delivered sales of more than 1 ton, for each fraction of a ton sold, the price shall be proportional to the price per ton; for example, if the price of 1 ton is \$12.85, the price of 1½ tons would be \$19.30.

(iii) On yard sales of any fraction of a ton, whether more or less than 1 ton, the price shall be proportional to the price per ton; for example, if the price of 1 ton at the yard is \$12.10, the price of ½ ton would be \$6.05; of 1½ tons—\$18.15.

#### PRICE SCHEDULE

Delivered per ton

I. Bituminous coal from District No. 3 (Northern West Virginia)

1. Lump and egg—Size group No. 1 (all lump and double screened coals, bottom size larger than 2")

812.55 District No. 7 (Southern West Virginia and Northwestern and Cen-

1 and 2 (all lump coal, bottom size %" all egg coal, top size larger than 3" bottom size no limit) in price classification A ....

III. High volatile bituminous coal from District No. 8 (Eastern Ken-

A. mine index No. 5805 only....

(all single screened lump, bottom size larger than 3″) in price clas-

8. Lump—Size group No. 2 (all sin-gle screened lump, bottom size larger than 3" but not exceeding 5") in price classification E, mine

(all egg coal, top size larger than 3" and bottom size larger than

and smaller) in price classification D:

a. Southern Appalachian Subdis-

7. Egg—Size group No. 6 (all egg coal, top size larger than 5" but not exceeding 6", and bottom size .2" and smaller; and top size 3" and larger, but not exceeding 5" and bottom size larger than 2" but not exceeding 3") in price

8. Stoker-Size group No. 10 (all double screened stoker coals, top size not exceeding 114". and bottom size less than 1¼")

a. In price classification A\_\_\_\_ b. In price classification B through E\_\_\_\_\_ 11,55

12,00

tral Virginia) 1. Lump and egg-Size group Nos. 13.00 tucky, Southwestern West Vir-ginia, Western Virginia, Northern. Tennessee, and North Carolina) 1. Lump—Size group No. 3 (all singled screened lump, bottom size larger than 2" but not exceeding 3") in price classification 12.85 2. Lump-Size group Nos. 1 and 2 sification A\_\_\_\_ 12,50 index No. 439 only

4. Lump—Size group Nos. 1 and 2
(all single screened lump, bottom size larger than 3") imprice classification D through J: 12.30 a. From Southern Appalachian Subdistrict No. 6\_\_\_ 12.10 b. From all other subdistricts... Price classification K through P... 5. Egg—Size group Nos. 2 and 3 11.95 --11.75 3") in price classification A 12.25 6. Egg—Size group No. 5 (all egg coal, top size larger than 5" but not exceeding 6" and bottom size larger than 2" but not exceeding 3" and top size larger than 6" and bottom size 2" and smeller) in price classifications. trict No. 6 only b. All other subdistricts\_\_\_\_\_ 12.05 11,90 classification G through M.\_\_\_\_ 11.45

PRICE SCHEDULE—Continued	PRICE SCHEDULE—Continued	[Region VI Order G16 Under RMPR 122,
_ Delivered	Delivered	Appendix 17]
IV. High volatile bituminous coal from District No. 9 (Western	VI. High volatile bituminous coal from District No. 11 (Indiana)—	Solid Fuels in Chippewa Falls and Eau Claire, Wis.
Kentucky) 1. Stoker—Size group Nos. 8–12 inc.	Continued. 5. Stove—Size group No. 8 (all stove	(a) Applicability. This Appendix No. 17 applies to sales of solid fuels delivered
(all raw double screened nut,	coal—bottom size larger than	within the corporate limits of the cities
stoker and pea coals—top size not exceeding 2" and bottom size	%" top size larger than 112" but not exceeding 2" washed or raw)	of Chippewa Falls, Eau Claire and Altoona, Wisconsin.
larger than 10 mesh or 32" No. 6 seam) \$9.70	in price group Nos. 6 and 14 \$9.00 6. Stoker—Size group Nos. 9-12, inc.	(b) Price schedule. Immediately be-
V. High volatile bituminous coal from District No. 10 (Illinois)	(raw nut and pea coal—bottom size larger than 10 mesh or %2"	low and as a part of this section (b) is a price schedule that sets forth maxi-
A. Southern Subdistrict price group	and top size not exceeding 2")	mum prices for delivered sales by dealers
Nos. 1, 2, and 8: 1. Lump—Size group Nos. 1 and	in price group Nos. 6 and 14 9.15 VII. Pennsylvania anthracite:	in lots of one (1) ton or more of speci- fied kinds and sizes of solid fuels.
2 (all lump coal, bottom size larger than 3" washed or raw) 9.76	1. Egg, stove and nut 18.65 VIII. Coke—byproducts:	Charges for treatment of coal are set
2. Egg—Size group No. 3 (all egg coal—bottom size larger than	1. Solvay or koppers—egg, stove or	forth in section (c) Discounts are set forth in section (d). Definitions are set
2" but not exceeding 3"	(a) Games - Lames - Years - State In the	forth in section (e) The prices listed in the price schedule below for all coal
washed or raw) 9.33 3. Stove—Size group No. 8 (all	low and as a part of this section (c) is	described in District Nos. 4, 7, and 8 and
stove coal—bottom size larger than %" and top size larger	a schedule of charges which a dealer may make for the special services de-	for anthracite coal and briquettes apply only to coal obtained from docks, and do
than 1½" but not exceeding 2" washed or raw) 8.8	scribed when rendered in connection	not apply to coal obtained by all-rail.
4. Special Stoker—Size group	with sales of solid fuels covered by this appendix. These charges may be made	Sales in lots of fractions of a ton or tons shall be governed by the price schedule as
Nos. 21, 22 and 28 (washed or air-cleaned nut and pea coal—	only if the buyer requests the service	follows:
bottom size larger than 1 milli- meter and top size not exceed-	and the dealer renders it pursuant to the request. The charges must be sepa-	(i) On delivered sales of less than 1 ton, the price shall be proportional to the
ing 2''; and dry dedusted special stoker—bottom size larger than	rately stated on the dealer's invoice:	price per ton plus an additional charge
28 mesh and top size not ex-	SCHEDULE OF SERVICE CHARGES	of 50¢, but in no event shall the total price be in excess of that for a sale of 1
ceeding %") 8.79 5. Dedusted screenings—Size	Carry or wheel from curb: Per ton	ton; for example, if the price of 1 ton is \$10.15, the price of 1/2 ton would be
group Nos. 26 and 27 (dry de- dusted screenings—top size not	Coke 75	\$5.10 plus 50¢ or a total of \$5.60; the
exceeding 2") 8.38 B. Belleville and Duquoin Subdis-	Coal 1.00 Coke 1.50	price of 34 ton would be \$7.60 plus 505 or a total of \$8.10.
tricts, Price group Nos. 10 and 16–22 inclusive:	(d) Charge for treatment of coal.	(ii) On delivered sales of more than
1. Egg—Size group Nos. 2 and 3	Whenever a dealer has been charged by	1 ton, for each fraction of a ton sold, the price shall be proportional to the
(all egg coal, bottom size larger than 2" but not larger than	his supplier for the chemical or oil treatment of coal at the mine, he may	price per ton; for example, if the price of 1 ton is \$13.70, the price of 1½ tons
4" washed or raw)	add such treatment charge to the ap- plicable maximum price set by this Ap-	would be \$20.55.
Nos. 12 and 13: 1. Lump—Size group No. 1 (all	pendix No. 16: Provided, That the treated	(iii) On yard sales of any fraction of a ton, whether more or less than 1 ton,
lump coal, bottom size larger than 4" washed or raw) 8.7	coal is kept separate and is not mixed with untreated coal. When a treatment	the price shall be proportional to the
2. Egg—Size group Nos. 2 and 3 (all egg coal, bottom size larger	charge is made pursuant to this section	price per ton; for example, if the price of 1 ton at the yard is \$11.90, the price of
than 2" but not larger than	the dealer need not separately state the amount of such service charge if he	½ ton would be \$5.95; of 1½ tons—\$17.85.
4" washed or raw) 8.4 D. Fulton Peoria Subdistrict, price	clearly indicates on the invoice that such coal is so treated.	Price Schedule Delivered
group Nos. 24, 25, and 26:  1. Egg—Size group No. 2 (all egg	(e) Discounts. The maximum prices	per ton  I. High volatile bituminous coal
coal-bottom size larger than	set forth in section (b) shall be subject to the following discounts:	from District No. 4 (Ohio)
3" but not exceeding 4", washed or raw) 7.8	•	1. Screenings Pittsburgh No. 8 Scam \$10.15
2. Stove—Size group No. 8 (all stove coal—bottom size larger	1. On yard sales to purchasers other than dealers 80.50	II. Low volatile bituminous coal from District No. 7 (southern West
than %" and top size larger	2. On yard sales to other dealers 1.25 3. All discounts for sales in quantities	Virginia, northwestern and cen- tral Virginia)
than 1½" but not exceeding 2" washed or raw) 7.3	and to classes of purchasers cus-	1. Egg14. 85
VI. High volatile bituminous coal from District No. 11 (Indiana)	tomarily extended during Decem- ter 1941.	from District No. 8 (eastern Ken-
1. Lump—Size group No. 1 (all	(f) Definitions. Except as otherwise	tucky, couthwestern West Vir- ginia, western Virginia, northern
lump coal—bottom size larger than 4" washed or raw) from	otherwise require, all terms used in this	Tennessee and North Carolina) A. Lump:
mine index No. 58 only 10.4	appendix shall bear the meaning given	1. Millers Creek—No. 5, High Splint and Red Ash Seams 13.70
2. Lump—Size group Nos. 1 and 2 (all lump coal—bottom size	them in Revised Maximum Price Regu- lation No. 122 or the Emergency Price	2. Elkhorn, Jellico, Harlan and Creech Sams
larger than 3" washed or raw) in price group Nos. 6 and 14 9.8	Control Act of 1942; if not therein defined, they shall be given their ordinary	3. Dôrothy and No. 5 Block
3. Egg—Size group No. 3 (all egg	and popular trade meaning.	Scams 12.75 B. Egg:
coal—bottom size larger than 2" but not exceeding 3" washed or raw) in price group Nos. 6 and	This Appendix No. 16 to Order No. G-16 shall be effective April 5, 1945.	1. Millers Creek—No. 5, High Splint and Red Ash Seams 13.20 2. Elkhorn, Jellico, Harland and
14 9.6 4. Egg—Size group Nos. 2 and 3	Issued this 26th day of March 1945.	Creech Seams 12.65
(all egg coal—bottom size larger	RAE E. WALTERS, Regional Administrator.	3. Dorothy, No. 5 Block, and Hazard No. 6 Scams12.15
than 2" but not larger than 4" washed or raw) in price group	[F. R. Doc. 45-5893; Filed, Apr. 12, 1945;	C. Stove: 1. Millers Creek, No. 5 and High
Ncs. 7, 18 and 19 8.5 No. 75——6	1:19 p. m.]	Splint Seams12.85
110.10-0		_

Price Schedule—Continued Delivered	This Appendix No. 17 to Order No. G-16 shall be effective April 5, 1945.	Price Schedule—Continued  Delivered  per ton
per ton III. High volatile bituminous coal from District No. 8—Continued.	Issued this 26th day-of March 1945. RAE E. Walters,	II. High volatile bituminous coal from District No. 8 (eastern Kentucky,
D. Stoker (double screened) 1. Millers Creek, No. 5, Elkhorn,	Regional Administrator	southwestern West Virginia, western Virginia, northern Ton-
Straight Creek & Harlan Seams. \$11.20	[F. R. Doc. 45-5891; Filed, Apr. 12, 1945; 1:19 p.m.]	nessee and North Carolina)  1. Lump and egg—size group Nos. 1,
E. Screenings:  1. Millers Creek, Elkhorn,	,	2 and 3 (all single screened block
Dorothy and No. 5 Block 10, 20 IV. High volatile bituminous coal from Dis-	[Region VI Order G-16 Under RMPR' 122,.	coal—bottom size larger than 2" all double screened egg coal—top
trict No. 10 (Illinois)  A. Southern subdistrict Price Group Nos.	Appendix 18]	size larger than 3" and bottom size larger than 3" but not exceed-
1, 2 and 8: 1. Egg—size group No. 3 (all egg	Solid Fuels in Aurora, Ill., Area	ing 4") in price classification A \$11.15 - 2. Lump and egg—size group Nos. 1
coal—bottom size larger than 2" but not exceeding 3" washed	(a) Applicability. This Appendix No. 18 applies to sales of solid fuels deliv-	and 2 · (all. single screened block coal—bottom size larger than 3"
or faw) 9.45 2. Stove—size group No. 8 (all	ered within the limits of the city of Aurora, Illinois, and the village of North	all double screened egg coal—top size larger than 6" and bottom size
stove coal—bottom size larger than %" and top size larger	Aurora and Montgomery, Illinois.	larger than 3" but not exceeding 4" also all double screened coals—
than 1½" but not exceeding 2"	(b) Price schedule. Immediately below and as a part of this section (b) is	top size 5" and larger and bottom size larger than 4".) in price clas-
3. Washed and dedusted screen-	a price schedule that sets forth maximum prices for delivered sales by dealers	sifications E through M 10.25 3. Egg—size group No. 4 (all double
ings—size group Nos. 23, 24, 26 and 27 (washed, air cleaned or	in lots of one (1) ton or more of specified	screened egg coals—top size larger
dry dedusted screenings top size not exceeding 2") 8.35	kinds and sizes of solid fuels. Service charges are set forth in section (c)	than 6" and bottom size larger than 2" but not exceeding 3")
V. Pennsylvania anthracite: 1. Egg stove nut 17.80	Charges for treatment of coal are set	in price classification A
VI. By-product coke: 1. Solvay processed15.10	forth in section (d) Discounts are set forth in section (e) Definitions are set	double screened stoker conls— top size not exceeding 11/4" and ,
2. Local gas coke: a. In Chippewa Falls14.35	forth in section (f) Sales in lots of fractions of a ton or tons shall be gov-	bottom size less than $1\frac{1}{4}$ ) In price classification $\Lambda_{$
b. In Eau Claire and Altoona 13.40	erned by the price schedule as follows:	. In price classification B through
VII. Briquettes: 1. Glen Rogers briquettes:	(i) On delivered sales of less than 1- ton, the price shall be proportional to the	In price classification H 9.90 III. High volatile bituminous coal from
a. In Chippewa Falls 14.20 b. In Eau Claire and Altoona 13.40	price per ton plus an additional charge of 25c, but in no event shall the total.	District No. 9 (Western Kentucky)
2. Stott briquettes: a. In Chippewa Falls 13.85	price be in excess of that for a sale of 1	1. Stoker No. 6 seam—size group Nos. 8–12 inc. (all raw double-
b. In Eau Claire and Altoona 13.10 3. Berwind and United briquettes:	ton; for example, if the price of 1 ton is \$12.60 the price of ½ ton would be \$6.30	screened nut, stoker and pea coals, top size not exceeding 2" and bot-
a. In Chippewa Falls 14.05 b. In Eau Claire and Altoona 13.30	plus 25¢ or a total of \$6.55; the price of 34 ton would be \$9.45 plus 25¢ or a total	tom size larger than 10 mesh or $352''$ ) 8.10
(c) Charges for treatment of coal.	of \$9.70.	2, Washed screenings No. 14 and stray seams—size group Nos. 23 and
Whenever a dealer has been charged by his supplier for the chemical or oil treat-	(ii) On delivered sales of more than 1 ton, for each fraction of a ton sold, the	24 (all washed or air cleaned -screenings larger than %" x 0, but
ment of coal, he may add such treatment	price shall be proportional to the price per ton; for example, if the price of 1	not exceeding 2" x 0) 7.35  IV High volatile bituminous coal from
charge to the applicable maximum price set by this Appendix No. 17, provided	ton is \$10.85, the price of 1½ tons would	District No. 10 (Illinois) : A. Southern-sub-district price group
that the treated coal is kept separate and is not mixed with untreated coal. When	be \$16.30.  (iii) On yard sales of any fraction of	Nos. 1, 2, and 8; 1. Lump, egg and stove—size group
a treatment charge is made pursuant to	a ton, whether more or less than 1 ton, the price shall be proportional to the	Nos. 1, 2, 3, 4, 5, 6 and 8 (all lump or egg coals—bottom size
this section the dealer need not sepa- rately state the amount of such service	price per ton; for example, if the price	larger than 2", washed or raw;
charge if he clearly indicates on the in- voice that such coal is so treated.	of 1 ton at the yard is \$12.10, the price of ½ ton would be \$6.05; of 1½ tons—	also all lump, egg and stove coals, bottom size 2" and smaller,
(d) Discounts. The maximum prices	\$18:15. PRICE SCHEDULE	vashed or raw), 8, 10 2. Special stoker—size group Nos.
set forth in section (b) shall be subject to the following discounts:	Delivered	21, 22 and 28. (Washed or air cleaned nut and pea coal—bot-
Per ton  1. On yard sales to purchasers other	I. Low volatile bituminous coal from	tom size larger than 1 milli- meter, top size not exceeding 2"
than dealers \$0.50 2. On yard sales to other dealers 1.00	District No. 7 (southern West Virginia and Northwestern and cen-	and dry dedusted special stoker—bottom size larger than
3. All other discounts for quantity	tral Virginia) 1. Lump, egg and stove—size group	28 mesh and top size not exceeding %")
purchased or to special classes of purchasers customarily granted dur-	Nos. 1, 2-and 3 (all lump coal— bottom size %" all egg coal—	8. Washed and dedusted screen- ings—size group Nos. 23, 24, 26
ing December 1941.	top size larger than 3" bottom size—no limit; all stove coal—top	and 27 (washed, air cleaned or dry dedusted screenings top size
(e) Definitions. (1) The terms "lump," "stove," "stoker," "egg," and "nut," when	size larger than 1¼" but not ex- ceeding 3" bottom size smaller	not exceeding 2")7.10  B. Belleville and Duquoin sub-dis-
applied to coal rescreened at the dock,	than 3") in price classifications A and B	tricts, price group Nos. 10 and 16–22 inclusive:
shall refer to the sizes prepared and sold at the dock under such designations and	2. Nut—size group No. 4 (top size- larger than ¾" but not exceeding	<ol> <li>Lump and egg—size group Nos.</li> </ol>
sizes during December 1941.	1%" bottom size smaller than	1, 2 and 3. (all lump or egg coals—bottom size larger than
(2) Except as otherwise provided here- in or as the context may otherwise re-	1¼".) In price classification A	2" washed or raw) 7.30 O. Northern sub-district price group
quire, all terms used in this appendix	8. Pea or dedusted screenings—size group No. 5 (top size not exceed-	No. 29: 1. Lump and egg—size group Nos.
shall bear the meaning given them in Revised Maximum Price Regulation No.	ing ¾" bottom size smaller than ¾") In price classification A 10.30	1, 2 and 3 (all lump or egg coals, bottom size larger than 2",
122 or the Emergency Price Control Act of 1942; if not therein defined, they shall	4. Screened run of mine—Size group No. 6 (straight run of mine from	washed or raw) 6.55 2. Dedusted screenings—size group
be given their ordinary and popular	all or part of the %" or %" top size has been removed) in price	Nos. 26 and 27 (dry dedusted screenings, top size not exceed-
trade-meaning.	classifications A and B 10.85	

Price Schedule—Continued

Delivered

per ton

V. High volatile bituminous coal from District No. 11 (Indiana) I. Iump and egg—size group Nos. 1,
 2, and 3 (all lump or egg coals,
 bottom size larger than 2" washed or raw) a. Price group Nos. 6 and 14\_\_\_\_\_ \$8.60 b. Price group Nos. 15 and 16\_\_\_\_\_ 8.20 c. Price group Nos. 5 and 13\_\_\_\_\_ d. Price group Nos 9-12 inclusive\_e. Price group No. 10-Mine In-7.75 mesh or 352" and top size not exceeding 2") a. Price group Nos. 6 and 14.....b. Price Group No. 10—Mine Index 115 only..... VI. Pennsylvania anthracite: 1. Egg, stove and nut\_\_\_\_\_ 16.50 VII. Briquettes low volatile\_\_\_\_\_ 12.90 VIII. Coke—byproduct: 1. Egg, stove and nut\_\_\_\_\_

(c) Service charges. Immediately below and as a part of this section (c) is a schedule of charges which a dealer may make for the special services described when rendered in connection with sales of solid fuels covered by this appendix. These charges may be made only if the buyer requests the service and the dealer renders it pursuant to the request. The charges must be separately stated on the dealer's invoice.

### SCHEDULE OF SERVICE CHARGES

Der House

	FE	, 1100	
1.	Trimming	\$0.7	5
	Pe	e <b>r To</b>	n
2.	Wheel or carry from curb	\$0.7	5
3.	Carrying up or down stairs:		
	One (1) flight	1.5	0
	Two (2) flights	<b>\2.</b> 0	10
	Two (2) flights Each additional flight	).5	50

(d) Charge for treatment of coal. Whenever a dealer has been charged by his supplier for the chemical or oil treatment of coal at the mine, he may add such treatment charge to the applicable maximum price set by this Appendix No. • 18: Provided, That the treated coal is kept separate and is not mixed with untreated coal. When a treatment charge is made pursuant to this section the dealer need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated.

(e) Discounts. The following discounts must be given:

	er ton
1. On sales in lots of 20 tons or more	<b>\$0.50</b>
2. On yard sales to domestic con-	
sumers	1.00
3. On yard sales to other dealers of:	
(i) Coal of lump, egg, stove, or nut	
sizes and coke of egg, stove, or nut	
SIZES	1.50
(ii) Coal of stoker size	1.25
(iii) "Cheap" coal, as defined in sec-	
tion (f)	1.00
4. All other discounts customarily giv-	
en by any seller during December	

or more" shall mean an order of 20 tons or more, the delivery of which can be accepted by the purchaser at one bin at one time.

1941.

(2) "Cheap coal" shall mean the coal listed in section (b) IV of the price schedule above as:

B. Belleville and Duquoin subdistricts, price group Nos. 10 and 16-22 inclusive.

1. Lump and egg—Size group Noz. 1, 2, and 3 (all lump or egg coal, bottom size larger than 2" washed or raw.)

C. Northern subdistrict price group No. 29.

C. Northern subdistrict price group No. 29.
1. Lump and egg—Size group Nos. 1, 2 and
3 (all lump or egg coal, bottom size larger
than 2" washed or raw.)

2. Dedusted screenings—Size group Nos. 26 and 27 (dry dedusted screenings, top size not exceeding 2") Mine index No. 515.

(3) Except as otherwise provided herein or as the context may otherwise require; all terms used in this appendix shall bear the meaning given them in Revised Maximum Price Regulation No. 122 or the Emergency Price Control Act of 1942; if not therein defined, they shall be given their ordinary and popular trade meaning.

This Appendix No. 18 to Order No. G-16 shall be effective April 5, 1945.

Issued this 26th day of March 1945.

RAE E. WALTERS, Regional Administrator.

[F. R. Doc. 45-5890; Filed, Apr. 12, 1945; 1:18 p. m.]

[Region VI, Order G-18 Under RMPR 122]

Solid Fuels in Gary, Ind.

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, as amended, and for reasons stated in an opinion issued herewith, it is ordered:

(a) What this order does. This order adjusts the maximum prices for specified services described in Section (c) rendered by dealers in connection with the sale or handling of solid fuel in the city of Gary, Indiana.

(b) Geographical applicability. This order applies to the services specified in section (c) rendered by dealers in connection with the sale or hauling of solid fuel to buyers who receive physical delivery of such solid fuel within the limits

of the city of Gary, Indiana.

(c) Service charges. Immediately below and as a part of this section (c) is a schedule of service charges as adjusted by this order, for the services specified therein when rendered by dealers in connection with the sale or handling of solid fuel in the city of Gary, Indiana. These-charges may be made only if the buyer requests the service and the dealer renders it pursuant to the request. The charges must be separately stated on the dealer's invoice.

SCHEDULED OF ADJUSTED SERVICE CHARGES

Per

As to services not specified above dealers shall continue to charge the maximum prices heretofore established under Rules 5 and 6 of Revised Maximum Price Regulation No. 122, as amended.

(d) Effect of Order on Revised Maximum Price Regulation No. 122. To the extent applicable, the provisions of this order supersede Rules 5 and 6 of Revised Maximum Price Regulation No. 122, as amended, as to dealers who have been pricing for services thereunder. Insofar as any provision of this order may be inconsistent with any provisions of Revised Maximum Price Regulation No. 122, as amended, the provision contained in this order shall be controlling. Except as herein otherwise provided, the provisions of Revised Maximum Price Regulation No. 122, as amended, shall remain in full force and effect.

(e) This order may be revoked, amended, or modified at any time.

This order shall become effective April 5, 1945.

Issued this 26th day of March 1945.

RAE E. WALTERS, Regional Administrator.

[F. R. Doc. 45-5892; Filed, Apr. 12, 1945; 1:19 p. m.]

SECURITIES AND EXCHANGE COM-MISSION.

[File No. 70-1030]

NEW YORK POWER AND LIGHT CORP. AND NIAGARA HUDSON POWER CORP.

SUPPLEMENTAL ORDER GRANTING APPLICATION AND RELEASING JURISDICTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 11th day of April, 1945.

Niagara Hudson Power Corporation, a subsidiary of The United Corporation. a registered holding company, and New York Power and Light Corporation, a subsidiary of Niagara Hudson Power Corporation and of The United Corporation, having filed applications and declarations, and amenaments thereto, pursuant to sections 6 (b) 9 (a) and 12 of the Public Utility Holding Company Act of 1935, including, among other things, an application of New York Power and Light Corporation, filed pursuant to section 6 (b) of the act, for exemption from the provisions of section 6 (a) of the act for the issue and sale, in accordance with the competitive bidding requirements of Rule U-50, of \$50,000,000 principal amount of First Mortgage Bonds due March 1, 1975; and

The Commission by order dated March 22, 1945, having, among other things, granted said application, as amended, subject to the terms and conditions prescribed in Rule U-24 and to the following further conditions:

(1) That New York Power and Light Corporation obtain from the Public Service Commission of the State of New York a final order expressly authorizing the issue and sale of said First Mortgage Bonds:

(2) That the proposed issue and sale of said First Mortgage Bonds shall not be consummated until the results of competitive bidding, pursuant to Rule U-50, shall have been made a matter of record in this proceeding and a further order

shall have been entered by this Commission in the light of the record so completed, which order may contain such further terms and conditions as may then be deemed appropriate, and until Niagara Hudson Power Corporation shall have cancelled the advances aggregating \$20,550,000 owed to Niagara Hudson Power Corporation by New York Power and Light Corporation;

and

The Commission in said order dated March 22, 1945, having reserved jurisdiction over-the payment of all legal fees and expenses of all counsel in connection with the proposed transactions; and

The Commission by supplemental order dated April 3, 1945, having ordered, among other things, that the ten-day period between the invitation and opening of bids, as provided in Rule U-50 (b) be shortened to a period of not less than 6 days; and

6 days; and
New York Power and Light Corporation having filed a further amendment
to its application herein, setting forththe action taken to comply with the requirements of Rule U-50 as modified by
said supplemental order dated April 3,
1945, and showing that, pursuant to the
invitation for competitive bids, bids for
said bonds were submitted by two groups
of underwriters headed by Halsey, Stuart & Co., Inc., and by Morgan Stanley
& Co., respectively, as follows:

Underwriting group	Coupon rate	Price to company (Percent of prin- cipal amt.) 1	Annual cost to company
Halsey, Stuart & Co., Inc. Morgan Stanley & Co	Percent 234 234	101.80 101.027	Perce: † 2, 6625 2, 6997

<sup>1</sup> Plus accrued interest.

and

Said amendment having further stated that New York Power and Light Corporation has accepted the bid of Halsey, Stuart & Co., Inc., for the bonds, as set out above, and that the bonds will be offered for sale to the public at a price of 102.5% of the principal amount thereof plus accrued interest from March 1, 1945, resulting in an underwriters' spread equal to 0.70% of the principal amount of the bonds; and

Niagara Hudson Power Corporation having cancelled the advances aggregating \$20,550,000 owed to Niagara Hudson Power Corporation by New York Power and Light Corporation, and New York Power and Light Corporation having obtained from the Public Service Commission of the State of New York a final order expressly authorizing the issue and sale of said bonds; and

The Commission-having examined said amendment with respect to the legal services performed for New York Power and Light Corporation and for the underwriters in connection with the transactions, together with a statement of the legal fees in the amount of \$23,500 to be paid by New York Power and Light Corporation to LeBoeuf and Lamb, counsel for New York Power and Light Corpora-

tion, and legal fees in the sum of \$15,000 to be paid by the underwriters to Sullivan and Cromwell, counsel for the underwriters; and

The Commission having considered the record herein and finding no basis for imposing terms and conditions with respect to the price to be paid to the company, the interest rate on the bonds, the redemption prices thereof, or the underwriters' spread and its allocation; and

It appearing to the Commission that the legal fees and expenses incurred by the company and by the underwriters are not unreasonable and that jurisdiction over them should now be released;

It is ordered, That said application, as amended, be and the same is hereby granted, subject to the terms and conditions prescribed in Rule U-24, and that the jurisdiction heretofore reserved over the payment of all legal fees and expenses of all counsel in connection with the proposed transactions be and the same is hereby released.

By the Commission.

[SEAL] ORVAL L. DUBOIS,

Secretary.

[F. R. Doc. 45-5911; Filed, Apr. 13, 1945; 11:10 a.m.]

[File Nos. 70-952; 31-84]

INTERNATIONAL UTILITIES CORP., ET AL.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 12th day of April, A.-D. 1945.

In the matters of International Utilities Corporation, General Water Gas & Electric Company, Rockland Light and Power Company, File No. 70-952; International Utilities Corp., et al., File No. 31-84.

Notice is hereby given that applications and declarations have been filed bursuant to the Public Utility Holding Company Act of 1935 by International Utilities Corporation ("International") a registered holding company, its subsidiary, General Water Gas & Electric Company ("General Water") also a registered holding company, and Rockland Light and Power Company ("Rockland Light")

All interested persons are referred to said applications and declarations, which are on file at the offices of the Commission, for a statement of the transactions therein proposed, which may be summarized as follows:

General Water proposes to sell to Rockland Light, and Rockland Light proposes to acquire, all of General Water's interests in its subsidiary Rockland Gas Company, Inc., consisting of 6,100 shares of common capital stock without par value, being all of such stock outstanding, for a price of \$635,000, subject to certain adjustments. Rockland Gas Company, Inc., is a public utility company engaged in the purchase and distribution to the public of natural gas in Rockland County, New York, Rockland Light is engaged in the generation, distribution, and

sale of electric energy and the manufacture of gas and distribution of manufactured and natural gas. Rockland Light also has two wholly owned subsidiary public utility companies which operate in adjacent portions of New Jersey and Pennsylvania. Rockland Light and subsidiaries have received an exemption, pursuant to section 3 (a) (2) from certain provisions of the act by order of the Commission dated March 27, 1936.

Upon consummation of the proposed sale of Rockland Gas Company, Inc., General Water states that it will no longer own; control, or hold with power to vote any securities of a public utility company as defined in the act and requests that the Commission find, pursuant to section 5 (d) of the act, that it has ceased to be a holding company, International states that, upon the consummation of the proposed sale, it will not derive any income from any subsidiaries which are companies whose principal business is that of a public utility company within the United States and requests an exemption, pursuant to section 3 (a) (5) from the provisions of the act. International further requests, pursuant to section 3 (b), that exemptions from the provisions of the act be granted to its subsidiaries operating solely in Canada in lieu of the limited exemptions which expire on June 30, 1945 previously granted by the Commission.

It appearing to the Commission that it is appropriate in the public interest and the interest of investors and consumers that a hearing be held with respect to said matters and that the applications and declarations of International, General Water, and Rockland Light shall not be granted or permitted to become effective except pursuant to further order of this Commission; and

It further appearing to the Commission that the foregoing matters filed under File No. 70-952 are related and involve common questions of law and fact to the previous application under File No. 31-84 for exemption by International and its Canadian subsidiaries; that evidence offered in respect of each of said matters will have a bearing on the other matters; and that substantial savings of time, effort and expense will result if the hearings on these matters are consolidated so that they may be heard as one matter, and so that evidence adduced in each matter may stand as evidence in the other for all purposes:

It is ordered, That these proceedings be consolidated, the Commission reserving the right, if at any time it may appear conducive to an orderly and economical disposition of any of said matters, to order a separate hearing concerning such matter, and to close the record with respect to any of the matters prior to the closing of the record in any other matter.

It is further ordered, That a consolidated hearing on such matters under the applicable provisions of said act and rules of the Commission thereunder be held on April 25, 1945 at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On

such date, the hearing room clerk in Room 318 will advise as to the room where such hearing will be held. At such hearing, cause will be shown why such applications and declarations shall become effective or shall be granted.

It is further ordered, That any persondesiring to be heard or otherwise wishing to participate herein shall notify the Commission to that effect in the manner provided in Rule XVII of the Commission's rules of practice on or before April. 23, 1945.

It is further ordered, That William W. Swift or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a trial examiner under the Commission's rules of practice.

mission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by said applications and declarations, particular attention will be directed at the said hearing to the following matters

and questions:

(1) Whether the consideration for the 6,100 shares of common capital stock of Rockland Gas Company, Inc. is reasonable;

(2) Whether the proposed acquisition by Rockland Light of all the common stock of Rockland Gas Company, Inc., requires adverse findings under section 10 (b) and whether such acquisition will serve the public interest by tending toward the economical and efficient development of an integrated public utility system;

(3) Whether the requested exemptions and declaration of status meet all applicable requirements of the act and

rules thereunder;

(4) Whether it is necessary or appropriate in the public interest or for the protection of investors and consumers to impose any terms and conditions in regard to the said sale and acquisition and requested exemptions and declaration of status, and, if so, what terms and conditions should be imposed.

It is further ordered, That the Secretary of the Commission shall serve notice of the hearing aforesaid by mailing a copy of this order to the applicants and declarant and the New York Public Service Commission by registered mail; and that notice of said hearing be given to all persons by publication of this order in the Federal Register.

By the Commission.

[SEAL] ORV

ORVAL L. DuBois, Secretary.

[F. R. Doc. 45-5912; Filed, Apr. 13, 1945; 11:10 a.m.]

# WAR FOOD ADMINISTRATION.

Farm Security Administration.

PERRY COUNTY, IND.

DESIGNATION OF LOCALITIES FOR LOANS

Designation of localities in county in which loans, pursuant to Title I of the

Bankhead-Jones Farm Tenant Act, may be made.

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by the War Food Administrator's delegation of authority issued August 2, 1944, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. A description of the localities and the determination of value for each follow

### REGION III

### INDIANA

### Perry County

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: April 11, 1945.

FRANK HANCOCK,
Administrator.

[F. R. Doc. 45-5895; Filed, Apr. 12, 1945; 3:35 p. m.]

# WAR PRODUCTION BOARD.

[C-299]

# PRESS PUBLISHING Co.

# CONSENT ORDER

The Press Publishing Company, a corporation with its principal place of business at Sheboygan, Wisconsin, Is engaged in publishing and circulating the Sheboygan Press at Sheboygan, Wisconsin. During the third and fourth calendar quarters of 1943 and the first, second, third and fourth calendar quarters of 1944, it used or caused to be used in the publication of the Sheboygan Press print paper in excess of its quota established by Limitation Order L-240 amounting to 62 tons. Press Publishing Company admits such excess usage of print paper and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Press Publishing Company, the Regional Compliance Chief, the Regional Attorney, and upon the approval of the Compliance Commissioner, It is hereby ordered, That:

(a) The Sheboygan Press, its successors and assigns, shall reduce its consumption of print paper during each of the first, second, third and fourth quarters of 1945, so that its total usage for each of such quarters shall be 10 tons, 18 tons, 12 tons and 22 tons, respectively, less than it would otherwise be permitted to use during each of those quarters under the provisions of Limitation Order I-240.

(b) Nothing contained in this order shall be deemed to relieve Press Publishing Company, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, Recording Secretary.

[F. R. Dac. 45-5918; Filed, Apr. 13, 1945; 11:32 a. m.]

# [C-301]

### RAD-MAR PRESS, INC.

#### CONSENT ORDER

Rad-Mar Press, Inc., an Ohio corporation, with principal offices at 334 Eighteenth Street, Toledo, Ohio, is engaged in the business of commercial printing, and is charged by the War Production Board with having used, during the first quarter of 1944 and the third quarter of 1944, 18.518 tons of paper for commercial printing in excess of its quota, in violation of War Production Board Limitation Order L-241. Rad-Mar Press, Inc., admits the violation as charged, does not desire to contest the charge, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Rad-Mar Press, Inc., the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is

hereby ordered, That:

(a) During the second quarter of 1945, Rad-Mar Press, Inc. shall reduce its use of paper for commercial printing by 18.-518 tons under the quota it would otherwise be entitled to use during this period as specified by the provisions of Limitation Order L-241 unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Rad-Mar Press, Inc., from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions bereof.

(c) The restrictions and prohibitions contained herein shall apply to Rad-Mar Press, Inc., its successors and assigns, or persons acting on its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

War Production Board, By J. Joseph Whelan, Recording Secretary.

[F. R. Doc. 45-5919; Filed, Apr. 13, 1945; 11:32 a. m.]

# [C-302]

GEORGE F. BUNN

CONSENT ORDER

George F. Bunn, of 820 East Madge Avenue, Hazel Park, Michigan, a contractor and builder, is charged by the War Production Board with having done construction, during 1944, of a store at 22018 John R. Street, Hazel Park, Michigan, without permission of the War Production Board, in violation of Conservation Order L-41. George F. Bunn admits the violation as charged, does not desire to contest the charge, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of George F Bunn, the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is hereby

ordered, That;

(a) George F Bunn shall do no construction on the premises at 22018 John R. Street, Hazel Park, Michigan, including putting up, altering, or finishing the structure, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this Order shall be deemed to relieve George F. Bunn from any restriction, prohibition or provision contained in any other Order or Regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) The restrictions and prohibitions contained herein shall apply to George F. Bunh, his successors and assigns, or persons acting on his behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

War Production Board, By J. Joseph Whelan, Recording Secretary.

[F. R. Doc. 45-5920; Filed, April 13, 1945; 11:32 a.m.]

[C-303] CERRE, INC. CONSENT ORDER

Cerre, Inc., a Michigan corporation, with offices at 613-29 Abbott Street, Detroit, Michigan, is a commercial printer, and is charged by the War Production Board with having used for commercial printing during the first and third quarters of 1944, 1,725,001 pounds of paper in excess of its quarterly consumption quota, in violation of Limitation Order L-241. Cerre, Inc., admits the violation as charged, does not desire to contest the charge, and has consented to the issuance of this order.

Wherefore, upon the agreement-and consent of Cerre, Inc., the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is hereby ordered,

That:

(a) Cerre, Inc., shall, during the last three quarters of 1945 beginning April 1, 1945, and ending January 1, 1946, reduce its use of paper for commercial printing by using, during the second quarter of 1945, 900,000 pounds less, during the third quarter of 1945, 592,000 pounds less,

and during the fourth quarter of 1945, 233,001 pounds less, than the quarterly consumption quota it would otherwise be entitled to use during the applicable quarters as specified by the provisions of Limitation Order L-241, unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Cerre, Inc., from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) The restrictions and prohibitions contained herein shall apply to Cerre, Inc., its successors and assigns, or persons acting on its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD.
By J. JOSEPH WHELAN,
. Recording Secretary.

[F. R. Doc. 45-5921; Filed, April 13, 1945; 11:32 a.m.]

# [C-304]

# PARK CHEMICAL CO.

### CONSENT ORDER

Park Chemical Company, a Michigan corporation, with offices at 8047 Military Avenue, Detroit, Michigan, is engaged in the manufacture and sale of heat-treating materials. for metals, chemicals, pastes, cleaners and polishers, and other products. The Company is charged by the War Production Board with having used during 1944, 48,000 square feet and 12,000 pounds in excess of its quota for containerboard content for fibre shipping containers in the shipping of certain of its products, in violation of War Production Board Limitation Order L-317. Park Chemical Company admits the violation as charged, does not desire to contest the charge, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Park Chemical Company, the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is

hereby ordered, That:

(a) Park Chemical Company shall, during the second, third and fourth quarters of 1945 and the first quarter of 1946, reduce its use of containerboard content for fibre shipping containers by using, during each of the aforesaid quarters, 12,000 square feet less, and 3,000 pounds less, than the quota it would otherwise be entitled to use during the applicable quarters as specified by the provisions of Limitation Order L-317, unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Park Chemical Company from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) The restrictions and prohibitions contained herein shall apply to Park Chemical Company, its successors and assigns, or persons acting on its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

War Production Board, By J. Joseph Whelan. Recording Secretary.

[F R. Doc. 45-5922; Fifed, Apr. 13, 1945; 11:32 a.m.]

# [C-305] P

### BILTMORE JEWELRY CO.

### CONSENT ORDER

Biltmore Jewelry Company, a corporation located in Providence, Rhodo Island, is engaged in business as a jewelry manufacturer. It is charged by the War Production Board with having exceeded its silver quota in 1943 and 1944 by a total excess of 3,562.42 troy ounces fine silver content, in violation of Conservation Order M-199. Biltmore Jewelry Company admits these violations, but denies that they were wilful, does not care to contest the issue of wilfulness, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of Biltmore Jewelry Company the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is

hereby ordered, That:

(a) During each of the remaining three calendar quarters of 1945 and the first quarter of 1946, the amount of silver which the Biltmore Jewelry Company may purchase, receive or put into process is hereby reduced by 467 troy ounces fine silver content under the quota it would otherwise be entitled to under Conservation Order M-199, unless specifically authorized to the contrary by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Biltmore Jewelry Company from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions, hereof.

(c) The restrictions and prohibitions contained herein shall apply to Biltmore Jewelry Company, its successors and assigns, or persons acting on its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, Recording Secretary.

[F. R. Doc. 45-5923; Filed, Apr. 13, 1945; 11:32 a.m.]

[C-307]

THE TIMES PUBLISHING CO.

#### CONSENT ORDER

The Times Publishing Company, a Michigan corporation, publisher of the Detroit Times, with offices at 1370 Cass Avenue, Detroit, Michigan, is charged by the War Production Board with having used or caused to be used for its account, during the second and third quarters of 1943, print paper for the printing of the aforesaid newspaper, in the amount of 101.7 tons in excess of its quota. The Times Publishing Company admits the violation as charged, does not desire to contest the charge, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of The Times Publishing Com-

pany, the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is hereby ordered, That:

(a) During each of the second, third and fourth quarters of 1945 The Times Publishing Company shall reduce its use of print paper for the printing of the aforesaid Detroit Times by 33.9 tons under the quota it would otherwise be entitled to use in each of these periods under the provisions of Limitation Order L-240, unless otherwise authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve The Times Publishing Company from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(c) The restrictions and prohibitions contained herein shall apply to The Times Publishing Company, its successors and assigns, or persons acting on its behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

Issued this 13th day of April 1945.

WAR PRODUCTION BOARD, By J. JOSEPH WHELAN, Recording Secretary.

[F. R. Doc. 45-5924; Filed, April 13, 1945; 11:32 a.m.]